

# Exponent

*Environmental Group*

**Phase I Remedial Investigation Report:  
Ventron/Velsicol RI/FS,  
Wood-Ridge/Carlstadt,  
New Jersey**

Volume 3, Attachment A:  
Property Deeds and Easements

12/14/98



Prepared for

Velsicol Chemical Corporation  
c/o Memphis Environmental Center  
Memphis, Tennessee

Morton International, Inc.  
Chicago, Illinois

# CONTENTS

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## DEEDS

1. Jerbil, Inc.: Block 229, Tax Lot 10.01; Borough of Wood-Ridge (approximately 4.2 acres).
2. Jonathan and Roni Blonde: Block 229, Tax Lot 10.02; Borough of Wood-Ridge (approximately 2.3 acres).
3. NWI Land Management, Inc.: Block 229, Tax Lot 8 Borough of Wood-Ridge (approximately 9.5 acres) and Block 84, Tax Lot 5, Borough of Carlstadt (approximately 21 acres).

## EASEMENTS/RIGHTS OF WAY

1. March 12, 1953 Agreement between F.W. Berk & Co., Inc. and Hackensack Water Company for a water main right-of-way.
2. September 29, 1954 Agreement between F.W. Berk & Co., Inc. and PSE&G for a gas main. This easement is subject to the earlier easement of Hackensack Water Company.
3. September 15, 1960 Agreement between Wood Ridge Chemical Corporation and the Borough of Wood-Ridge which grants the municipality the right to use approximately six acres of partially-filled property for the disposal of waste material, etc. Under the terms of this Agreement, the municipality was to install a pipe in an existing ditch.
4. By Deed dated June 21, 1967, Wood Ridge Chemical conveyed to the Borough of Wood-Ridge a portion of its property for the purpose of the street that then terminated at the northern property line of Wood Ridge Chemical Company.
5. February 1, 1968 Agreement between Velsicol Chemical Corporation and Wood Ridge Chemical Corporation for Wood Ridge to have an easement of Velsicol's property for the installation and maintenance of a pipeline, including two inspection manholes to conduct plant effluents and surface water to Berry's Creek.
6. June 2, 1975 Agreement between Robert Wolf, *et ux*, and PSE&G and New Jersey Bell for electric and telephone service.
7. June 2, 1975 Agreement between Robert Wolf, *et ux*, and PSE&G for gas main.
8. August 18, 1976 Agreement between Robert Wolf, *et ux*, and PSE&G for gas main.
9. October 11, 1977 Agreement between Robert Wolf, *et ux*, and PSE&G for electric and telephone.

10. March 12, 1979 Agreement between Velsicol Chemical Corporation and Robert and Rita Wolf for construction of a fence on the northwest portion of Velsicol's property boundary with Wolf.
11. September 27, 1968 Lease from Wood Ridge Chemical Corporation to U.S. Federal Aviation Administration (FAA) for right-of-way for pole lines for electric power and telecommunications.
12. November 16, 1978 Lease from Robert M. Wolf to the FAA for right-of-way pole lines and telecommunications, etc.
13. September 20, 1987 Lease from Jerbil, Inc. to the United States of America (FAA) for right-of-way pole lines and telecommunications, etc.

### **Adjacent Properties**

14. March 1, 1953 Easement from Bonanno, *et ux*, to Hackensack Water Company.
15. July 24, 1956 Easement from Bonanno, *et ux*, to Julius Blum & Co., Inc. for the purposes of extension of street.
16. August 23, 1965 Easement from Julius Blum & Co., Inc. to Wood Ridge Chemical Corporation for sanitary sewer line.
17. July 6, 1976 conveyance from Julius Blum & Co., Inc. to the Borough of Wood-Ridge for right-of-way for an extension of Park Place East.
18. April 26, 1962 conveyance from Bonanno *et ux*, to New Jersey and New York Railroad Company, for construction of a railroad spur.

**Deeds – Item 1**

**Jerbil, Inc.: Block 229, Tax  
Lot 10.01, Borough of  
Wood-Ridge**



REALTY FEE: 10,575.00  
 RECD. FEE: 22.00  
 2,100,000.00  
 7,500.00  
 1,015.00  
 10,575.00  
 CONSIDERATION  
 TRANSFER FEE:  
 ADD FEE 150.00  
 TOTAL: 10,725.00

104-DEED - BARGAIN AND SALE (Covenant as to Grantor's Acts)  
 CORP TO IND OR CORP - Plain Language

ADGR ST-1

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 One Commerce Drive, Clarendon, N.J. 07018

## DEED

This Deed is made on November 11, 1988

Prepared by: (Print signer's name below signature)

R. Barry Stiger, Esq.

BETWEEN ROBERT M. WOLF and RITA W. WOLF, husband and wife, having a place of business at 25 Route 22, Springfield, New Jersey 07080; and THE UNITED STATES LIFE INSURANCE COMPANY IN THE CITY OF NEW YORK

a corporation of the state of New York  
 having its principal office at 125 Maiden Lane, New York, New York 10038

referred to as the Grantor.

AND

~~2-3-8-8 HOLDINGS ASSOCIATES~~ JERBIL, Inc., a New Jersey corporation

whose post office address is One Ethel Boulevard, Wood Ridge, New Jersey 07075

referred to as the Grantee.

The word "Grantee" shall mean all Grantees listed above.

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of TWO MILLION ONE HUNDRED SIXTY THOUSAND and 00/100 Dollars (\$2,160,000.00).

The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-2.1) Municipality of Wood Ridge

Block No. 229

Lot No. 10A

Account No.

☐ No property tax identification number is available on the date of this Deed. (Check box if applicable.)

**Property.** The property consists of the land and all the buildings and structures on the land in the Borough of Wood Ridge and State of New Jersey. The legal description is:

All that tract or parcel of land and premises, situate, lying and being in the Borough of Wood Ridge in the County of Bergen and State of New Jersey more particularly described as follows:

**BEGINNING** at the intersection formed by the easterly right of way line of the New Jersey and New York Railroad with the southerly line of Ethel Boulevard said point of beginning being distant southerly, six hundred sixty-three and sixty-seven hundredths (663.67) feet from the intersection formed by said easterly right of way line with the southerly line of Anderson Avenue and running thence (1) easterly and along said southerly line of Ethel Boulevard, on a curve to the right having a radius of twenty (20) feet, an arc distance of thirty-three and seventy-seven hundredths (33.77) feet to a point of tangency therein; thence (2) continuing easterly and along said southerly line of Ethel Boulevard, South forty-six degrees zero minutes East (S 46° 00' E) five hundred fifty-one and seventy-six hundredths (551.76) feet to a point; thence (3) southerly and at right angles to said southerly line of Ethel Boulevard, South forty-four degrees zero minutes West (S 44° 00' W) three hundred twenty-nine and thirty-eight hundredths (329.38) feet to a point in the northerly line of lands now or formerly of Pilot Laboratory Inc.; thence (4) westerly and along said northerly line of lands now or formerly of Pilot Laboratory, Inc. North forty-six degrees zero minutes West (N 46° 00' W) five hundred thirty-five and twenty-nine hundredths (535.29) feet to a point in said easterly right of way line of New Jersey and New York Railroad; thence (5) northerly and along the last mentioned right of way line, North thirty-seven degrees fifteen minutes East (N 37° 15' E) three hundred nine and seventeen hundredths (309.17) feet to the point or place of **BEGINNING**. Containing an area of four and nineteen hundredths (4.19) Acres.

Being New Lot 10A, Block 229, Tax Map of the Borough of Wood Ridge, Bergen County, New Jersey.

The foregoing description is in accordance with a survey prepared by Manalio & Manalio, dated April 18, 1975, and revised May 16, 1975 entitled "Subdivision of Lot 10, Block 229, Tax Map of the Borough of Wood Ridge, Bergen County, N.J. approved by the Mayor and Council of the Borough of Wood Ridge, Bergen County, N.J. at a meeting held on May 21, 1975 and approved by the County Planning Board of the County of Bergen, New Jersey on June 11, 1975, and which subdivision survey was filed with the Clerk of Bergen County on August 7, 1975.

RECORDED BERGEN COUNTY

144187

88 DEC 12 AM 11:49

PK 7254 PG 381

Being (a) the land conveyed in a sale/leaseback financing arrangement by Robert M. Wolf and Rita W. Wolf, his wife, to the United States Life Insurance Company in the City of New York ("U.S. Life") by deed dated December 11, 1975, Book 6069, page 232, Records of Bergen County, and leased back to Robert M. Wolf and Rita W. Wolf, as husband and wife, for a term of fifty (50) years, commencing on December 11, 1975 and ending on December 10, 2025 ("Ground Lease") and (b) the improvements constructed on the land and leased by Robert M. Wolf and Rita W. Wolf, as husband and wife, to J. Rosenblum & Sons, Inc. commencing on April 26, 1974 for a term of twenty (20) years ("Building Lease"). All parties acknowledge that the Ground Lease and the Building Lease are terminated upon the execution and delivery of this deed to the Grantee. U.S. Life has executed this deed solely for the purpose of conveying its interest in the land and terminating the Ground Lease.

**Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

**Signatures.** This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.  
**Witness (as to Wolfs):**

Attested by: R. Barry [Signature]

Jesse Villarreal, Asst. Secretary

STATE OF TEXAS  
COUNTY OF DALLAS  
CERTIFY that on November 11, 1988

to Jimmy W. Long and Jesse Villarreal, Vice President and Asst. Secretary, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- this person is the Asst. Secretary of The United States Life Insurance Company in the City of New York the corporation named in this Deed.
- this person is the attesting witness to the signing of this Deed by the proper corporate officer who is the Vice President of the corporation.
- this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- this person knows the proper seal of the corporation which was affixed to this Deed;
- this person signed this proof to attest to the truth of these facts; and
- the full and actual consideration paid or to be paid for the transfer of title is \$ 2,160,000.00 (Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on  
November 11, 1988

[Signature]  
Notary Public

In and for the State of Texas  
My commission expires: 1-5-92

ROBERT M. WOLF, Asst. Secy. of U.S. Life  
Rita W. Wolf  
THE UNITED STATES LIFE INSURANCE COMPANY IN THE CITY OF NEW YORK  
Jimmy W. Long Vice President


[Signature]  
Ray Reece, Asst. Secretary

STATE OF NEW JERSEY, COUNTY OF ESSEX:

SS.:

I CERTIFY that on <sup>December 9</sup> November , 1988,  
(b. Rita W. Wolf as attorney in fact)  
Robert M. Wolf and Rita W. Wolf personally came before me and  
acknowledged under oath, to my satisfaction, that this person (or if more  
than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act  
and deed; and
- (c) made this Deed for \$2,160,000.00 as full and actual con-  
sideration paid for the transfer of title. (Such consi-  
deration is defined in N.J.S.A. 46:15-5.)

  
R. Barry Stiger  
Attorney at Law  
of the State of  
New Jersey

## DEED

ROBERT M. WOLF and RITA W. WOLF,  
husband and wife and THE UNITED  
STATES LIFE INSURANCE COMPANY IN  
THE CITY OF NEW YORK, a New York  
Corporation

Grantor.

To

2nd JERBY HOLDINGS ASSOCIATES with  
JERBY, Inc., a New Jersey  
Corporation

Grantee.

Dated: November , 19 88

Record and return to:

Chicago Title Insurance Company  
800 Broad Street  
Newark, New Jersey 07102  
(201) 643-2300

#8830-22407

ABSTRACTED

Collecting  
U.S. Dept. of  
Transportation  
RECORDING FEE \$ 29.00  
ma-  
PAID  
DEPT. OF TRANSPORTATION



US Department  
of Transportation  
Federal Aviation  
Administration

J.F. Kennedy International Airport  
Fitzgerald Federal Building #111  
Jamaica, New York 11430

*Kathleen A. Bonner*  
COUNTY CLERK

104163

RECORDED BERGEN COUNTY  
89OCT-3 AM 9:50

DTPA05-89-L-61407  
Lease No.: Teterboro, NJ  
ILS/MM Runway 6

# LEASE

between  
JERBIL, INC.

and

The UNITED STATES OF AMERICA

This Lease, made and entered into this *twentieth* day of *September*  
in the year one thousand nine hundred and  
by and between

Jerbil, Inc.  
whose address is c/o Jerry Rosenblum  
499 Weymouth Drive

for Wyckoff, New Jersey 07481  
hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereinafter called the Government;

Witnesseth: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. For the term beginning *November 11, 1988* and ending September 30, 19 *89* the Lessor hereby leases to the Government the following described property, hereinafter called the premises, viz:

Starting at the most southwesterly corner of Lot 10A, Block 229, Tax Map of Borough of Wood Ridge, Bergen County, New Jersey, and running thence easterly and along the Southerly line of said lot 10A, Block 229, proceed S46° 00'E a distance of 99.20 feet to a point; thence northerly and at right angles to said southerly line of Lot 10A, Block 229, N44° 00'E a distance of 9.89 feet to a point, said point being the point or place of beginning of the tract of land herein being described; and running thence (1) continuing northerly 44° 00'E a distance of 10 feet to a point; thence (2) easterly and parallel to said southerly line of Lot 10A, Block 229, S46° 00'E a distance of 15 feet to a point; thence (3) southerly and parallel to the first course herein described S44° 00'W a distance of 10 feet to a point; thence (4) westerly and parallel to said southerly line of lot 10A, Block 229, N46° 00'W a distance of 15 feet to the point or place of beginning.

2-30

Lease No. DTPA05-89-L-61407

a. Together with a right-of-way for ingress to and egress from the premises; a right-of-way or rights-of-way for establishing and maintaining a pole line or pole lines for extending electric power, and telecommunications facilities to the premises; and right-of-way for subsurface power, communication and water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the lessor, and unless herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government.

b. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of air navigation and telecommunications facilities.

c. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.

2. This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option before this lease or any renewal thereof expires; PROVIDED that no renewal shall extend this lease beyond the 30th day of September 19 98; AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.

~~3. The Government shall pay the Lessor rental for the premises in the amount of~~  
 for the term set forth in Article I above, and  
 each annual renewal exercised by the Government hereafter. Payments shall be made in arrears at the end of each ~~without the submission of invoice or voucher.~~

4. The Government may terminate this lease, in whole or in part, at any time by giving at least thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be sent by certified or registered mail.

5. The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor by written notice at least fifteen (15) days before the date of expiration or termination requests restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either (1) restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any preceding lease (changes to the premises in accordance with paragraph 1.(a), 1.(b) and 1.(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or (2) make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement. Failure to agree to any such equitable adjustment shall be a dispute concerning a question of fact within the meaning of Clause 6 of this lease.

Lease No.: DTFA05-89-L-61407

6. (a) This lease is subject to the Contract Disputes Act of 1978 (Public Law 95-563).

(b) Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved in accordance with this clause.

(c) (i) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of lease terms, or other relief, arising under or relating to this lease.

(ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.

(iii) A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government against the Lessor shall be subject to a decision by the Contracting Officer.

(d) For Lessor claims of more than \$50,000, the Lessor shall submit with the claim a certification that the claim is made in good faith, the supporting data are accurate and complete to the best of the Lessor's knowledge and belief, and the amount requested accurately reflects the lease adjustment for which the Lessor believes the Government is liable. The certification shall be executed by the Lessor if an individual. When the Lessor is not an individual, the certification shall be executed by a senior company official in charge at the Lessor plant or location involved, or by an officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs.

(e) For Lessors claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For Lessor claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Lessor of the date when the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

(g) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies of the Executive Branch of the Federal Government are expressly authorized to decide.

(h) Interest on the amount found due on a Lessor claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment. Interest on the amount found due on a Government claim shall be paid from the date the claim is received by the Lessor until the date of payment. Interest shall be computed at ten percent (10%) per annum on the basis of a 365 or 366 day year, whichever applies.

(i) Except as the parties may otherwise agree, pending final resolution of a claim by the Lessor arising under the lease, the Lessor shall proceed diligently with the performance of the lease and its terms in accordance with the Contracting Officer's decision.

7. No Member of Congress or Resident Commissioner shall be admitted to any share or part of this lease, or to any benefit to arise therefrom.

8. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, brokerage, percentage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability, or in its discretion to deduct from amounts otherwise due under this lease or other consideration, the full amount of such commission, brokerage, percentage, or contingent fee.

Lease NDTFA05-89-L-61407

9. All notices sent to the parties under the lease shall be addressed as follows:  
As shown on Page 1.

To the Lessor:

As shown on Page 1; Attn: AEA-56

To the Government:

10. This lease is subject to the additional provisions set forth below, or attached hereto and incorporated herein. These additional provisions are identified as follows:

(CONTINUED ON PAGE 4A)

In Witness Whereof, the parties hereto have hereunto subscribed their names as of the date first above written.

As the holder of a mortgage, dated \_\_\_\_\_

Jerbil Inc.

\_\_\_\_\_, recorded in volume \_\_\_\_\_, pages \_\_\_\_\_

against the above-described premises, the undersigned hereby consents to the foregoing lease and agrees that, if while the lease is in force the mortgage is foreclosed, the foreclosure shall not void the lease.

[Signature] (Lessor)

TITLE: PRESIDENT (Lessor)

\_\_\_\_\_, (Lessor)

\_\_\_\_\_, (Lessor)

BIN: \_\_\_\_\_ (Lessor)

(Mortgagee)

The United States of America

By Walter Brankamp

Title Contracting Officer

2-30

Page 4A

Lease No. DTFA05-89-L-61407

- (a) The following alterations were made to this lease prior to execution:
1. deletion of the words "heirs, executors, administrators" on page 1.
  2. deletion of article 3 in its entirety.

(b) The Government shall pay the Lessor rental for the premises in the amount of Five Hundred and Thirty Three Dollars and Thirty Three Cents (\$533.33) for the term set forth in Article 1 above, and the following amounts for each annual renewal exercised by the Government hereafter:

10/1/89 - 9/30/90	\$830.00
10/1/90 - 9/30/91	\$860.00
10/1/91 - 9/30/92	\$890.00
10/1/92 - 9/30/93	\$720.00
10/1/93 - 9/30/94	\$750.00
10/1/94 - 9/30/95	\$780.00
10/1/95 - 9/30/96	\$810.00
10/1/96 - 9/30/97	\$840.00
10/1/97 - 9/30/98	\$870.00

Payments shall be made in arrears at the end of each Government Fiscal Year without the submission of invoices or vouchers.

(c) The right to ingress and egress to the leased premises over the existing or future roads and lands of the Lessor for the purpose of the maintenance of the facility.

(d) If a service road is required for the purpose of serving the facility covered under the lease, such a road will be constructed and maintained by the Government without cost to the Lessor.

(e) The Lessor hereby warrants that it has acquired and possesses an adequate real estate right in the property described herein and that it is authorized to grant to the United States of America the rights and interests set forth herein.





US Department  
of Transportation  
Federal Aviation  
Administration

NOTARY ACKNOWLEDGMENT

STATE OF New Jersey  
COUNTY OF Bergen

On this, the 26<sup>th</sup> day of August, One Thousand Nine Hundred and 89  
before me, Sadie Rosenblatt, a Notary Public in and for the County of Bergen  
State of New Jersey, duly commissioned and qualified, personally appeared  
Roger Ehrenheim, known to me to be the person described  
in and whose name is subscribed to the attached instrument, and acknowledged to me that she/he executed  
the instrument for the purposes and consideration therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal, at my office the day and  
year in this certificate first written above.



By: Sadie Rosenblatt

My Commission Expires:

Dec 9, 1990

SADIE ROSENBLATT  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires December 9, 1990



US Department  
of Transportation  
Federal Aviation  
Administration

( CORPORATE CERTIFICATE )

If agreement is made with a corporation the following certificate shall be executed by the Secretary or Assistant Secretary:

I, ROGER ROSENBLUM, certify that I am the \_\_\_\_\_ Secretary of the corporation named in the attached agreement; that WILLIAM ROSENBLUM who signed said agreement on behalf of the corporation was then PRESIDENT of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Roger Rosenblum  
CORPORATE SEAL



**Deeds – Item 2**

**Jonathan and Roni Blonde:  
Block 229, Tax Lot 10.02,  
Borough of Wood-Ridge**

RENTY FEE: 15,275.00  
RENTY FEE: 11.00

CONSIDERATION: 3,300,000.00  
TRANSFER FEE: 11,550.00  
ADD FEE 15%: 4,725.00

AMT. REF'D: 15,207.00

AMT. REF'D: 15,207.00

103-DEED - BARTAIN AND SALE (Covenant as in Grantor's Act)  
AND TO IND OR COMP - Plain Language ADDRV T-1

Copyright 1982 By ALL-STATE LEGAL SUPPLY CO.  
One Commerce Drive, Cranford, N.J. 07016

## DEED

This Deed is made on December 31, 1986

Prepared by: (Print signer's name below signature)

R. Harry Stiger, Esq.

BETWEEN ROBERT M. WOLF and RITA W. WOLF, husband and wife,

whose address is 25 Route 22, Springfield, New Jersey 07081  
referred to as the Grantor.

AND JONATHAN BLONDE and RONI BLONDE, husband and wife,

whose post office address is 6 Springhouse Road, Woodcliff Lake, New Jersey 07675  
referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of **THREE MILLION THREE HUNDRED THOUSAND DOLLARS (\$3,300,000.00)**. The Grantor acknowledges receipt of this money and a mortgage in favor of Grantor.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Wood Ridge  
Block No. 229 Lot No. 10B Account No.

☐ No property tax identification number is available on the date of this deed. (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Borough of Wood Ridge  
County of Bergen and State of New Jersey. The legal description is:

SEE attached Schedule A.

This property is conveyed subject to the terms and conditions including, but not limited to, the rights of Grantor, contained in section 7.4 and Exhibit B of the "Contract of Sale" between Grantor and Grantee dated October 6, 1986, copies of which are attached as Schedule B and made a part hereof.

RECEIVED

JAN 6 9 30 AM '87

HEN COUNTY CLERK

1003J 1101 XL

01/06/87 DEED

0001121

\$32.00

\$11,550.00

\$4,725.00

# SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND AND PREMISES, SITUATE, LYING AND BEING IN THE BOROUGH OF WOOD RIDGE IN THE COUNTY OF BERGEN AND STATE OF NEW JERSEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

STARTING AT A POINT IN THE EASTERLY RIGHT OF WAY LINE OF THE NEW JERSEY AND NEW YORK RAILROAD, DISTANT SIX HUNDRED SIXTY-THREE AND SIXTY-SEVEN HUNDREDTHS (633.67) FEET SOUTHERLY FROM THE INTERSECTION FORMED BY SAID EASTERLY RIGHT OF WAY LINE WITH THE SOUTHERLY LINE OF ANDERSON AVENUE AND SAID STARTING POINT BEING THE INTERSECTION OF THE SOUTHERLY LINE OF ETHEL BOULEVARD WITH SAID EASTERLY RIGHT OF WAY LINE, THENCE RUNNING EASTERLY AND ALONG SAID SOUTHERLY LINE OF ETHEL BOULEVARD, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF TWENTY (20) FEET, AN ARC DISTANCE OF THIRTY-THREE AND SEVENTY-SEVEN HUNDREDTHS (33.77) FEET TO A POINT OF TANGENCY THEREIN; THENCE CONTINUING EASTERLY AND ALONG SAID SOUTHERLY LINE OF ETHEL BOULEVARD, SOUTH FORTY-SIX DEGREES ZERO MINUTES EAST (S 46°00' E) FIVE HUNDRED FIFTY-ONE AND SEVENTY-SIX HUNDREDTHS (551.76) FEET TO THE POINT OR PLACE OF BEGINNING OF THE TRACT HEREIN BEING DESCRIBED AND RUNNING THENCE (1) EASTERLY AND STILL ALONG SAID SOUTHERLY LINE OF ETHEL BOULEVARD, SOUTH FORTY-SIX DEGREES ZERO MINUTES EAST (S 46°00' E) TWO HUNDRED EIGHTY-ONE AND ONE HUNDREDTH (281.01) FEET TO A POINT IN THE WESTERLY LINE OF CERTAIN TWENTY-FIVE (25) FOOT RIGHT OF WAY BELONGING TO THE BOROUGH OF WOOD RIDGE ADJOINING THE TRACT HEREIN BEING DESCRIBED ON THE EAST; THENCE (2) SOUTHERLY, ALONG AND BEYOND SAID WESTERLY LINE OF THE LAST MENTIONED RIGHT OF WAY, SOUTH FORTY-FOUR DEGREES FOUR MINUTES THIRTY SECONDS WEST (S 44°04'30" W) EIGHTY-ONE AND TWENTY-FIVE HUNDREDTHS (81.25) FEET TO AN ANGLE POINT IN THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF VELSICOL CHEMICAL CORPORATION; THENCE (3) CONTINUING SOUTHERLY AND ALONG THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF VELSICOL CORPORATION, SOUTH THIRTY-ONE DEGREES FIFTY-NINE MINUTES TEN SECONDS WEST (S 31° 59'10" W) THIRTY-TWO AND SEVENTY-EIGHT HUNDREDTHS (32.78) FEET TO ANOTHER ANGLE-POINT THEREIN; THENCE (4) CONTINUING SOUTHERLY AND ALONG SAID WESTERLY LINE OF LANDS NOW OR FORMERLY OF VELSICOL CORPORATION, SOUTH FORTY-THREE DEGREES FORTY-ONE MINUTES WEST (S 43°41' W) ONE HUNDRED NINETY-FIVE AND EIGHTY-ONE HUNDREDTHS (195.81) FEET TO ANOTHER ANGLEPOINT THEREIN; THENCE (5) WESTERLY AND ALONG A NORTHERLY LINE OF SAID LANDS NOW OR FORMERLY OF VELSICOL CHEMICAL CORPORATION, NORTH SEVENTY-TWO DEGREES FORTY-FIVE MINUTES FIFTY SECONDS WEST (N 72°45'50" W) ONE HUNDRED FORTY-NINE AND EIGHTY-THREE HUNDREDTHS (149.83) TO ANOTHER ANGLEPOINT THEREIN; THENCE (6) CONTINUING WESTERLY AND ALONG SAID NORTHERLY LINE OF LANDS NOW OR FORMERLY OF VELSICOL CORPORATION, NORTH FORTY-NINE DEGREES FIFTY-TWO MINUTES FORTY SECONDS WEST (N 49°52'40" W) FIFTY-FIVE AND SEVENTY-ONE HUNDREDTHS (55.71) FEET TO A POINT IN THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF PILOT LABORATORY INC.; THENCE (7) NORTHERLY AND ALONG SAID EASTERLY LINE OF LANDS NOW OR FORMERLY OF PILOT LABORATORY INC., NORTH THIRTY-SEVEN DEGREES FIFTEEN MINUTES EAST (N 37°15' E) FIFTY-ONE AND THIRTY-TWO HUNDREDTHS (51.32) FEET TO THE NORTHEASTERLY CORNER OF SAID LANDS NOW OR FORMERLY OF PILOT LABORATORY INC.; THENCE (8) WESTERLY AND ALONG THE NORTHERLY LINE OF SAID LANDS NOW OR FORMERLY OF PILOT LABORATORY INC., NORTH FORTY-SIX DEGREES ZERO MINUTES WEST (N 46°00' W) NINETY-THREE AND FORTY HUNDREDTHS (93.40) FEET TO A POINT DISTANT FIVE HUNDRED THIRTY-FIVE AND TWENTY-NINE HUNDREDTHS (535.29) FEET EASTERLY FROM SAID EASTERLY RIGHT OF WAY LINE OF SAID NEW JERSEY AND NEW YORK RAILROAD; THENCE (9) NORTHERLY AND AT RIGHT ANGLES TO THE PRECEDING COURSE, NORTH FORTY-FOUR DEGREES ZERO MINUTES EAST (N 44°00' E) THREE HUNDRED TWENTY-NINE AND THIRTY-EIGHT HUNDREDTHS (329.38) FEET TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE B

PAGE 1 of 4

7.4 A description of the environmental status of the Property is attached hereto as Exhibit B and is incorporated herein by reference. Purchaser and Sellers agree that Sellers are retaining unto themselves and are not conveying to Purchaser the exclusive right (a) to pursue and collect, at any time prior to or after Closing, all damages relating to their crossclaim against Ventron Corp. and its related entities and (b) to make any other claims relating to the environmental status of the Property prior to its conveyance to Purchaser. Purchaser represents and covenants that it will cooperate fully with any private or public entity, including but not limited to Sellers, required to carry out testing, soil sampling and any other remedial acts relating to the environmental status of the Property pursuant to the litigation described in Exhibit B or otherwise and that Purchaser shall have no recourse against Seller

*over*

SCHEDULE B CONTINUED

PAGE 2 of 4

with respect to the environmental status of the Property or  
remedial acts required in connection therewith.

RK 1071 PG004

over

EXHIBIT B

The environmental status of the Property was and continues to be the subject of litigation. This litigation is reported in Environmental Protection Department v. Ventron Corp., 182 N.J. Super 210 (App. Div. 1981), and State Department of Environmental Protection v. Ventron Corp., 94 N.J. 473 (1983). Robert M. Wolf and Rita W. Wolf successfully defended against the State of New Jersey's claim. The Wolfs also prevailed in their crossclaim against Ventron Corp. and its related entities for fraudulent concealment of mercury contamination on the site of the Property and the adjoining Lot 10A, Block 229. The damages aspect of the Wolf's crossclaim is presently pending before the Hon. Sherwin Lester, Judge of the Superior Court of New Jersey. The Wolfs expressly retain unto themselves and do not convey to Purchaser the exclusive right (a) to pursue and collect, at any time before or after Closing, all damages relating to their crossclaim, (b) to enter onto the Property, at any time before or after Closing, to carry out testing, soil sampling and any other investigations relating to the litigation described herein and (c) to make any other claims relating to the environmental status of the Property prior to its conveyance to Purchaser.

Prior to construction of the improvements on the Property, several inches of the mercury-contaminated soil were removed from Lot 10A, Block 229 and transported to the Property

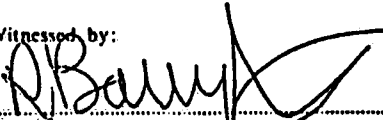


during the period 1974 to 1976. The soil was then entombed beneath the warehouse building constructed on the Property. The entombment was designed and supervised by the Joseph Ward firm, now known as Converse Consultants, Inc., 91 Roseland Avenue, Caldwell, New Jersey. Sellers make no representations concerning the environmental adequacy of the work done nor do Sellers make any representations concerning the effect which pending or future litigation or claims relating to alleged or actual environmental contamination in or nearby the Property may have upon its use by or value to Purchaser. Sellers make no representations to Purchaser as to the actual condition of the Property and its compliance with environmental laws and regulations, present or future, except that Sellers represent that they expect to obtain a "Negative Declaration" from the New Jersey Department of Environmental Protection prior to the scheduled Closing. If Sellers are unable to obtain a Negative Declaration prior to the scheduled Closing, such failure shall be considered a Title Question under section 2.3 of the contract. Purchaser acknowledges that Sellers have disclosed to them the possible need for remedial acts to be done to, on or about the Property as a consequence of the various legal proceedings relating to the environmental status of the Property and have also disclosed that such acts may be done by Sellers, by other defendants in the litigation described herein, their related entities or various governmental agencies. In this exercise of any such rights reserved hereunder, Sellers shall repair and restore any damage to the Property.

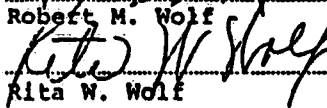
Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

  
R. Barry Stiger, Esq.

 (Seal)

 (Seal)  
Rita W. Wolf

STATE OF NEW JERSEY, COUNTY OF ESSEX

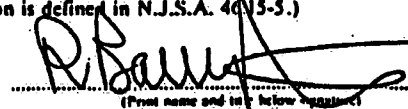
SS.:

I CERTIFY that on December 31, 1986.

ROBERT M. WOLF and RITA W. WOLF

and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$ 3,300,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-3.)

  
(Print name and title below signature)

R. Barry Stiger, Attorney at Law  
of New Jersey

ABSTRACTED

# DEED

Dated: December 31, 19 86

ROBERT M. WOLF and RITA W. WOLF,  
husband and wife,

Grantor.

(TO)

JONATHAN BLONDE and RONI BLONDE,  
husband and wife,

Grantee.

Record and return to:

Samuel Hartstein, Esq.  
Hartstein & Hartstein  
157 Engle Street  
Englewood, New Jersey 07631

1  
Riken, Danzig, Schenck  
One Speedwell Ave.  
Morristown, NJ 07962-1481

Prepared By:

Warren J. Martin Jr.

**ASSIGNMENT OF LEASES AND OPTION**

THIS ASSIGNMENT OF LEASES AND OPTION (the "Assignment") made as of June 17, 1993, by and between Jonathan Blonde and Roni Blonde, husband and wife residing at 6 Springhouse Road, Woodcliff Lake, New Jersey 07675 ("Borrower" or "Assignor"), and Robert Wolf and Rita Wolf ("Lender" or "Assignee"), residing at 11 Dunder Road, Springfield, New Jersey 07081.

**WITNESSETH:**

WHEREAS, by virtue of an Assignment of Mortgage dated January 3, 1991, from First Fidelity Bank, National Association, New Jersey ("First Fidelity") to Robert Wolf and Rita Wolf, recorded at Mortgage Book 984, Page 67, and a Participation Agreement dated January 4, 1990 and amended November 1990, Lender is the Holder of that certain Amendment to Mortgage Modification Agreement dated December 31, 1986 and executed by Robert Wolf and Rita Wolf and Jonathan Blonde and Roni Blonde in favor of First Fidelity Bank, National Association, New Jersey (the "Agent") recorded at Mortgage Book 699, Page 405; and

WHEREAS, said Amendment to Mortgage Modification Agreement evidenced the assumption, by Blonde, of all obligations pursuant to the Mortgage dated May 20, 1974, by Robert and Rita Wolf to Fidelity Union Trust Company recorded at Mortgage Book 5490, Page 437 (the "First 1974 Mortgage") and the Mortgage, dated May 20, 1974 by Robert and Rita Wolf to Fidelity Union Trust Company, recorded at Mortgage Book 5491, Page 88 (the "Second 1974 Mortgage") as the same have been Amended and Modified, all as more particularly described in the Amendment to Mortgage Modification Agreement (collectively, together with all amendments and modifications, the "1974 Mortgages"); and

WHEREAS, the 1974 Mortgages encumber certain real property designated on the Tax Map of the Boro of Wood Ridge, Bergen County, New Jersey as Lot 10B, Block 62, commonly known as 3 Ethel Boulevard, Wood Ridge, New Jersey and more particularly described in the 1974 Mortgages (the "Premises"); and

WHEREAS, the 1974 Mortgages secure the repayment of a Note by Jonathan and Roni Blonde dated December 31, 1986, in the principal amount of \$2,100,429 (the "Note"); and

WHEREAS, repayment of the Note has previously been secured by certain lease assignment instruments as follows:

- A. Assignment of Lessor's interest in lease between Robert M. Wolf and Rita W. Wolf and Fidelity Union

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Bank recorded November 21, 1983 in Deed Book 6797, Page 468 (the "1983 Lease Agreement").

- B. Assignment of Lessor's interest in least between Robert W. Wolf and Rita W. Wolf and Fidelity Union Trust Company recorded October 8, 1976 in Mortgage Book 5815, Page 211 (the "1976 Lease Agreement"); and

(collectively the "Lease Agreements")

WHEREAS, on January 18, 1991, Lender commenced a foreclosure proceeding against Borrower in the Superior Court of New Jersey, Chancery Division, Docket No. F-00934-91 (the "Foreclosure Proceeding") seeking foreclosure of the 1974 Mortgages as well as a purchase money mortgage dated December 31, 1986 in the face amount of \$883,296, which mortgage is subordinate to the 1974 mortgages (the "1986 Mortgage"); and

WHEREAS, Borrower, Lender and Agent have this day executed a "Consent Order" in the Foreclosure Proceeding agreeing to, *inter alia*, the entry of an Order Striking Answer and entry of Final Judgment of Foreclosure (the "Consent Order") in the foreclosure proceeding; and

WHEREAS, the Consent Order requires Borrower, as Assignor, to execute this Assignment of Leases and Option and deliver the same to Lender.

NOW, THEREFORE, in consideration of the Premises and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Assignor does hereby affirm the extent and validity of the Lease Agreements and that the Lease Agreements remain in full force and effect as of the date of execution hereof.

2. The Assignor for good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, transfers and assigns to Assignee the Lessor's entire interest in and to a certain lease dated June 17, 1993 by and between Assignor, as landlord, and President Container, Inc., a New Jersey corporation located at 200 West Commercial Avenue, Moonachie, New Jersey as Tenant (the "Lease"), true copies of which have been delivered by Borrower to Lender and Agent, together with all rents, income and profits arising from said lease and renewals thereof, and together with all rents, income and profits for the use and occupation of the premises described in said lease, and from all leases upon said premises which may be executed in the future.

3. The Assignor for good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, transfers

and assigns to Assignee the Lessor's entire interest in and to a certain option agreement dated June 12, 1993 by and between Assignor, as Optionor, and President, as Optionee (the "Option Agreement") true copies of which have been delivered by Borrower to Lender and Agent, together with all proceeds, income and profits arising from the Option Agreement and or any income, profits and proceeds of sale obtained from any sale of the Premises pursuant to the Option Agreement and from all contracts for sale of the Premises which may be executed in the future.

4. This Assignment is not made for the purpose of security, but as outright assignment of Assignor's rights under the Lease, Option and any Contract of Sale to Lender, pursuant to the requirements of the Consent Order.

5. Effective as of the date of the execution of this Assignment, Assignor hereby assigns and transfers unto Assignee the present right to receive all payments of Annual Basic Rent due under the Lease. Assignor covenants and agrees to direct, and does hereby authorize and direct President to make all payment of Annual Basic Rent due under the Lease directly to the Assignee care of First Fidelity Bank, National Association, New Jersey, as agent for Robert Wolf, Rita Wolf and First Fidelity Bank.

6. Effective as of the date of the execution of this Assignment, Assignor hereby assigns and transfers unto Assignee the present right to receive all payments of proceeds pursuant to the Option Agreement or any contract of sale for the Premises. Assignor covenants and agrees to direct, and does hereby authorize and direct President to make all payment of proceeds pursuant to the Option Agreement or any contract of sale for the Premises directly to the Assignee care of First Fidelity Bank, National Association, New Jersey, as agent for Robert Wolf, Rita Wolf and First Fidelity Bank.

7. Assignor warrants that Assignor is the sole owner of the entire Lessor's interest in the Lease and optionor's interest in the Option Agreement; that said Lease and Option are valid and enforceable and have not been altered, modified or amended in any manner whatsoever save as herein set forth; that the lessee/optionee named therein is not in default under any of the terms, covenants or conditions thereof; that no rent reserved in the Lease or payments required under the Option Agreement have been assigned or anticipated and that no rent or payment due for any period subsequent to the date of this Assignment have been collected in advance of the time when the same became or become due under the terms of the Lease or Option Agreement.

8. Assignor covenants that Assignor will collect no Annual Basic Rent under the Lease and shall instead direct lessee, President, and any other lessee of the premises to deliver all rent due under the lease to First Fidelity Bank, National Association,

New Jersey, 570 Broad Street, Newark, New Jersey 07102, Attention:  
Timothy Mundrick, Vice President.

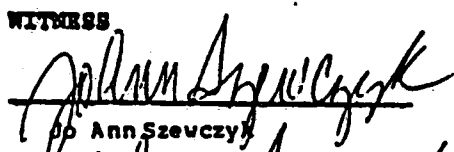
9. Assignor covenants that Assignor will not execute any other assignment of lessor's interest in the Lease or Option Agreement, or the rents or payments arising or accruing thereunder or from the Premises and shall not alter, modify or change the terms of the Lease or Option Agreement, or cancel or terminate the same or accept a surrender thereof without the prior written consent of Assignee, and at Assignee's request to immediately assign and transfer to Assignee any and all subsequent leases upon all or any part of the Premises described in this Lease, as well as any contracts of sale covering any portion of the Premises, and to execute and deliver at the request of Assignee all such further assurances and assignments in the Premises as Assignee shall from time to time require.

10. Upon payment in full of all sums set forth in the Consent Order, pursuant to the terms of the Consent Order, this Assignment shall become and be void and of no effect.

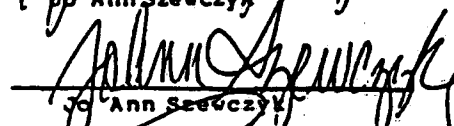
11. This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of Assignee and Agent and any subsequent Assignee of Assignor's and Agent's rights hereunder, and shall be binding upon Assignor, and Assignor's heirs, executors, administrators, successors, and assigns.

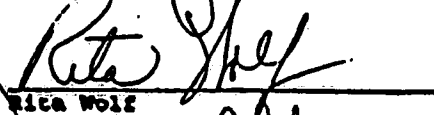
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, and caused these presents to be executed the day and year first above written.

WITNESS

  
Ann Szevczyk

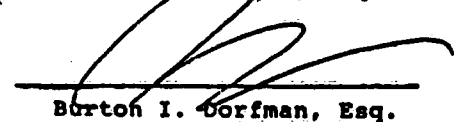
  
Robert Wolf

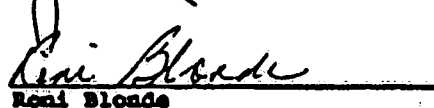
  
Ann Szevczyk

  
Rita Wolf

  
Burton I. Dorfman, Esq.

  
Jonathan Blende

  
Burton I. Dorfman, Esq.

  
Roni Blende

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BK 76296649

Lessee/Optionee Acknowledgement of Assignment

President Container, Inc. ("President") the lessee under the Lease referenced in paragraph 2 of this Assignment and the Optionee under the Option Agreement referenced in paragraph 3 of this Assignment hereby acknowledges and agrees to abide by the terms of the Assignment, and specifically agrees as follows:

1. President acknowledges that Landlord has directed President and President expressly agrees to pay all Annual Basic Rent due under the Lease and all payments due under the Option Agreement directly to First Fidelity Bank, National Association, New Jersey, as agent.

2. President acknowledges that neither Lender nor Agent have assumed any of the obligations of Borrower under the Lease and agrees that it shall not hold Lender or Agent responsible, in any way, for the control, care, management or repair of the Premises, or for the performance of any other duties or obligations of the landlord under the Lease. President further acknowledges that Lender, by accepting this Assignment, has not assumed any liability for the carrying out of any of the terms and conditions of the Lease or for any waste of the Premises by the tenant under the Lease or any other party, or for any negligence in the management, upkeep, repair or control thereof resulting in loss or injury or death to any lessee, licensee, employee or stranger.

3. The foregoing agreement of President shall inure to the benefit of Lender and Agent, as well as their successors and assigns.

ATTEST:

By:

*George Grossbard*  
Vice President / Secretary  
President Container, Inc.  
George Grossbard

PRESIDENT CONTAINER, INC.

By:

*Marvin Grossbard*  
President  
President Container, Inc.  
Marvin Grossbard



STATE OF NEW JERSEY :  
COUNTY OF BERGEN : SS.:

BE IT REMEMBERED, that on this 17<sup>th</sup> day of June, 1993  
before me, the subscriber, A Notary Public of New Jersey,  
personally appeared George Grossano, I am satisfied, is the person  
who signed the within instrument as the Pres. and President  
Container, Inc., the corporation named therein and he thereupon  
acknowledged that the said instrument made by the corporation and  
sealed with its corporate seal, was signed, sealed with the  
corporate seal and delivered by him as such officer and is the  
voluntary act and deed of the corporation, made by virtue of  
authority from its Board of Directors.

*Mary J. Balanis*  
MARY J. BALANIS

**Deeds – Item 3**

**NWI Land Management, Inc.:  
Block 229, Tax Lot 8 Borough  
of Wood-Ridge and Block 84,  
Tax Lot 5, Borough of  
Carlstadt**

QUIT CLAIM DEED

(CORPORATION TO CORPORATION)

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3-2-87

THE GRANTOR, Velsicol Chemical Corporation, a corporation created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of New Jersey, for the consideration of Ten and 00/100 (\$10.00) DOLLARS, in hand paid, and pursuant to authority given by the Board of Directors of said corporation CONVEYS and QUIT CLAIMS unto NWI Land Management Corp., 6300 Sears Tower, 233 South Wacker Drive, Chicago, Illinois 60603, a corporation organized and existing under and by virtue of the laws of the State of Delaware having its principal office in the City of Chicago, County of Cook and State of Illinois all interest in the following described Real Estate situated in the County of Bergen and State of New Jersey, to wit:

See Exhibit A attached hereto and made a part hereof.

Tax Lot 8  
Block No. 229  
Borough of Wood-Ridge

Tax Lot 84  
Lot No. 5  
Borough of Carlstadt

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Assistant Secretary, this 14th day of February, 1986.

Velsicol Chemical Corporation  
(Name of Corporation)

IMPRESS  
CORPORATE SEAL  
HERE

By: Arthur R. Siegel President  
Its: ARTHUR R. SIEGEL

Attest: Frederick Mueller  
Its: ASSISTANT SECRETARY

State of Illinois, County of Cook ss., I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that ARTHUR R. SIEGEL personally known to me to be the President of the Velsicol Chemical Corporation, and FREDERICK MUELLER personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Assistant Secretary, they signed and delivered the said instrument as President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of February, 1986.

Commission expires June 21 1990

Frederick Mueller  
Notary Public  
(AFFIX NOTARIAL SEAL)

PREPARED BY: Ellen D. Schaefer Kopp

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8624-15212

This instrument was prepared by and after recording should be returned to:

R&R: ELLEN DACHAUER KAPLAN  
KATTEN, MUCHIN, ZAVIS, PEARL,  
GREENBERGER & GALLER  
525 W. Monroe Street  
Suite 1600  
Chicago, IL 60606-3693

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land and premises, situate, lying and being in the Borough of Wood-Ridge and in the Borough of Carlstadt, in the County of Bergen and State of New Jersey, more particularly described as follows:

BEGINNING at a point in the northeasterly boundary line of lands of Wood-Ridge Chemical Corporation (said boundary line being the seventh course run in a certain deed made by F. W. Berk & Company, Inc. to said Wood Ridge Chemical Corporation, dated June 30, 1960, recorded July 5, 1960 in the Bergen County Clerk's Office in Deed Book 4139 at page 576&c.) where the same is intersected by the southeasterly line of a certain street or road (said point of intersection being distant 884.05 feet southeasterly as measured along said northeasterly boundary line from the point of intersection formed by the said northeasterly line with the easterly line of lands of the N.J. & N.Y. Railroad Co. and said point on the easterly line of lands of the N.J. & N.Y. Railroad Co. being 609.44 feet southwesterly from a point formed by the intersection of said easterly line of the N.J. & N.Y. Railroad Co. with the southwesterly line of Anderson Avenue) and from said principal point or place of BEGINNING, running thence

1. South 46 degrees 00 minutes east along said northeasterly boundary line of lands of Wood Ridge Chemical Corporation, 545 feet more or less to a point in the center line of Berry's Creek, which point is also in the division line between the Borough of Wood-Ridge and the Borough of Moonachie; thence returning to the point or place of BEGINNING and running thence
2. South 44 degrees 04 minutes 30 seconds west and along the southwesterly prolongation of the aforementioned southeasterly line of the aforementioned street or road, 70.00 feet to a point; thence
3. North 46 degrees 00 minutes west, parallel to the first course, 25.00 feet to a point; thence
4. South 44 degrees 04 minutes 30 seconds west, 42.75 feet to a point; thence
5. South 31 degrees 59 minutes 10 seconds west, 32.78 feet to a point; thence
6. South 43 degrees 41 minutes west 195.81 feet to a point; thence
7. North 72 degrees 45 minutes 50 seconds west, 149.83 feet to a point; thence
8. North 49 degrees 52 minutes 40 seconds west, 55.71 feet to a point in the westerly line of the whole tract, which point is also the southeasterly boundary line of lands now or formerly of Pilot Laboratory, Inc.; thence
9. South 37 degrees 15 minutes west and along said southeasterly boundary line of the land now or formerly of Pilot Laboratory, Inc., and along the southeasterly boundary line of lands now or formerly of Burkhardt Paper Mills, Inc., 814.48 feet to a point in the northeasterly line of lands now or formerly belonging to the Panhard Oil Company (said

LEGAL DESCRIPTION (continued)

point also being distant southeasterly along said northeasterly line of land now or formerly belonging to the Panhard Oil Company and the northwesterly extension thereof on a bearing of North 44 degrees 41 minutes 30 seconds west, 630.56 feet from the southeasterly boundary line of the land of the New Jersey and New York Railroad Company); thence

10. South 44 degrees 41 minutes 30 seconds east, along the northeasterly line of said land now or formerly belonging to said Panhard Oil Company, 1070 feet, more or less, to the middle of Nevertouch Creek; thence
11. Easterly, and downstream along the center line of Nevertouch Creek, as shown on the land survey of the herein described land made by Frank W. Koestner, dated June 3, 1960 and as revised June 20, 1960, 860 feet, more or less, to the middle of Berry's Creek; thence
12. Northerly and up stream along the center line of Berry's Creek as the same was formerly constituted as shown on said land survey made by Frank W. Koestner, dated June 3, 1960, as revised June 20, 1960, a distance of 2240 feet, more or less, to a point in the aforementioned northeasterly boundary line of lands of Wood Ridge Chemical Corporation (being also the southwesterly line of lands now or formerly of Henry S. Berry) to the end of the first course hereinabove run.

Being a portion of the lands described in the hereinabove mentioned deed recorded in Deed Book 4139 at page 576&c.

PARTIAL EXEMPTION  
(c. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY ILLINOIS

COUNTY OF COOK

ss.

FOR RECORDER'S USE ONLY

Consideration \$ EX

Realty Transfer Fee \$ EX

Date 1-8-87

By [Signature]

\*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, Ellen Dachauer Kaplan

, being duly sworn according to law upon his/her oath deposes and

says that he/she is the Legal Representative of Grantee

(State Whether Owner, Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

In a deed dated 10/14/86

, transferring real property identified as Block No. 229

Lot No. 8 and 5 located at N.J. & N.Y. RR & Berry's Cr.

(Street Address, Municipality, County)

and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ Ten (\$10.00) Dollars

(3) FULL EXEMPTION FROM FEE

Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by

c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

The transfer was a dividend distribution for which there was

no consideration.

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE

CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c.176, P.L. 1975 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8)

- ☐ Grantor(s) 62 yrs. of age or over.\*  
☐ One or two-family residential premises

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)

- ☐ Grantor(s) legally blind.\*  
☐ One or two-family residential premises.

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- ☐ Grantor(s) permanently and totally disabled.\*  
☐ One or two-family residential premises.  
☐ Receiving disability payments.

- ☐ Owned and occupied by grantor(s) at time of sale.  
☐ Not gainfully employed.  
☐ No joint owners other than spouse or other qualified exempt owners.

\*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- ☐ Affordable According to H.U.D. Standards.  
☐ Meets Income Requirements of Region.

- ☐ Reserved for Occupancy.  
☐ Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9)

- ☐ Entirely new improvement.  
☐ Not previously used for any purpose.

- ☐ Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

this 14th

day of October

1986 Kaplan, Dachauer, Kaplan, Davis, Pearl  
Greenberger & Geller, P.C.  
525 W. Madison St., Suite 600  
Chicago, IL 60606-3693

Veisic Chemical Corporation

341 E. Ohio  
Chicago, Illinois 60611

4-30-87

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number \_\_\_\_\_ County \_\_\_\_\_

Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_

Deed Dated \_\_\_\_\_ Date Recorded \_\_\_\_\_

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.  
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

ORIGINAL - White copy to be retained by County.

DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:18-8.12).

TRIPLICATE - Pink copy is your file copy.

END OF DOCUMENT

RK 7072 Pg 139

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

ABSTRACTED

**Easements/ROW – Item 1**

**F.W. Berk & Co., Inc. and  
Hackensack Water Company,  
March 12, 1953**



3413 PAGE 124

THIS INDENTURE made this Twelfth day of March, Nineteen Hundred and Fifty-three, between F. W. BERK & CO., INC., a Maryland corporation, licensed to do business in New Jersey, with its registered office at <sup>(No Number)</sup> Park Ridge, New Jersey, hereinafter known as the "Grantor"; and HACKENSACK WATER COMPANY, a corporation of the State of New Jersey, with its principal office at 4100 Park Avenue, in the Township of Weehawken, County of Hudson, hereinafter known as the "Grantee";

WITNESSETH: That the Grantor, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by the said Grantee at or before the sealing and delivery of these presents, and other good and valuable consideration, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said Grantee and to its successors and assigns forever, an easement and right-of-way for a water main eight (8) inches or larger in diameter, with all appurtenances thereto, as the same is to be constructed, laid and maintained in, through, over and underneath certain lands of the Grantor situated in the Borough of Wood-Ridge, County of Bergen, and State of New Jersey, and more particularly described as follows:

BEGINNING at a point where the southwesterly line of F. W. Berk property intersects the southeasterly line of the right of way of the New Jersey and New York Railroad, said property being shown and designated as Lot 5, Block 51 of the Assessment Map of Wood-Ridge, dated 1930, and running thence (1) northeasterly along said southeasterly line of right of way of New Jersey and New York Railroad to the point where the same is intersected by the northeasterly line of said F. W. Berk property, being also the northeasterly line of Lot 5, Block 51 of said Assessment Map of Wood-Ridge, thence (2) southeasterly along said northeasterly property line of F. W. Berk to a point which is distant southeasterly twenty-two (22) feet from the

RECORDED  
MAR 25 2 28 PM '53  
BERGEN COUNTY CLERK

465- 015495

DIED

MAR 25

said southeasterly line of said right of way of New Jersey and New York Railroad, thence (3) Southwesterly and parallel with the first course and distant twenty-two (22) feet southeasterly therefrom measured at right angles thereto to the said southwesterly property line of F. W. Berk, thence (4) along said southwesterly property line to place of Beginning,

and being further set forth on the sketch which is attached hereto and made part hereof.

The Grantee shall have the right to enter in and upon the property of the Grantor for the purpose of repairing and renewing the same when necessary, the Grantee agreeing to repair any damage caused by it.

TO HAVE AND TO HOLD the said easement and right-of-way unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF the said Grantor has caused these presents to be signed by its Vice President, attested by its Secretary, and its corporate seal to be affixed, the day and year first above written.

F. W. BERK & CO., INC.

By G. W. Taylor  
G. W. Taylor, Vice President.

ATTEST:

Frank Sheara  
Frank Sheara, Secretary.

STATE OF NEW JERSEY:  
COUNTY OF BERGEN : SS:

BE IT REMEMBERED that on this Twelfth day of March in the year One Thousand, Nine Hundred and Fifty-three, before me personally appeared H. W. Ward, Jr., who, being by me duly sworn on his oath, says that he is the Assistant Treasurer of the F. W. BARK & CO., INC., the Grantor named in the within instrument; that C. W. Taylor is the Vice President of said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said instrument is such corporate seal and was thereto affixed and said instrument signed and delivered by said Vice President, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

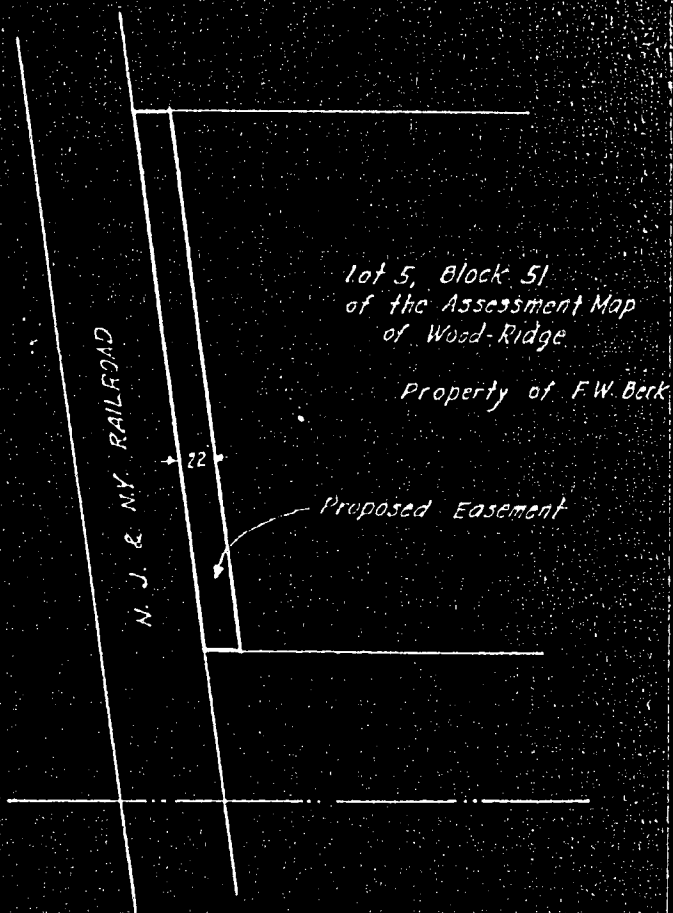
Sworn and subscribed before me  
at *Wood-Ridge N.J.*  
the date aforesaid.

*H. W. Ward, Jr.*  
H. W. Ward, Jr.  
Assistant Treasurer



*Ernest A. Groves*

BOOK 3413 PAGE 127



I HEREBY CERTIFY THIS TO BE A TRUE  
COPY OF THE INSTRUMENT AS PRESENTED  
FOR RECORDING.  
*Alexander, Jr.*  
COUNTY CLERK, BERGEN COUNTY, N. J.

DRAWING No. <sup>116</sup> 2674

HACKENSACK WATER CO.  
WEEHAWKEN, N. J.

Proposed Easement  
Through Property of  
F.W. Berk  
Wood-Ridge, N. J.

SCALE: 1"=100'	DATE: 1-29-53
DRAWN BY: <i>ll</i>	APPROVED BY: <i>ll</i>

**Easements/ROW – Item 2**

**F.W. Berk & Co., Inc. and  
PSE&G, September 29, 1954**

BOOK 3582 PAGE 451

56,784 OCT 15A DEED

5.15

THIS INDENTURE, made this 29th day of September in the year of our Lord nineteen hundred and fifty-four, between W. W. BERK & COMPANY, INC., a corporation of the State of Maryland, having its principal office at Park Place East, in the Borough of Wood-Ridge, in the County of Bergen, and State of New Jersey; party of the first part, hereinafter sometimes referred to as "Berk" and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, also a corporation of the State of New Jersey, having its principal office at 80 Park Place, in the City of Newark, in the County of Essex, and State of New Jersey, party of the second part, hereinafter sometimes referred to as "Public Service",

## W I T N E S S E T H :

That Berk, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by Public Service, the receipt whereof is heroby acknowledged, and of other good and valuable consideration, has given, granted, and conveyed, and by these presents does give, grant, and convey unto Public Service, its successors and assigns, forever, the right, privilege, authority, and easement to install, lay, construct, reconstruct, operate, maintain, inspect, repair, remove, replace, and relay a gas main together with all necessary fittings, appurtenances, and facilities, for the transmission and distribution of gas, in, under, along, through, and across lands of Berk, situate, lying, and being in the Borough of Wood-Ridge, in the County of Bergen, and State of New Jersey, as indicated in red on the print attached hereto and made a part hereof, entitled, "DATE AUGUST 30, 1954 PUBLIC SERVICE ELEC. & GAS CO. NEWARK, N.J. GAS DEPARTMENT WOOD-RIDGE BORO. MUNICIPALITY BERGEN COUNTY

## RUTHERFORD DISTRICT BERGEN DIVISION".

The said easement is subject to the rights granted the Hackensack Water Company, to construct, operate, and maintain a water main within said lands of Berk, and the exact location of said gas main is to be such as shall be mutually agreed upon between Public Service and the Hackensack Water Company.

Together with the right, privilege, authority, and easement to enter upon the lands and property of Berk immediately adjacent to the above described lands, so far as may be necessary for any of the purposes aforesaid.

Berk, for itself, its successors and assigns, covenants and agrees with Public Service, its successors and assigns, that no building of any kind whatsoever shall be erected on, in, or above the above-described lands and this covenant is to run with the land.

Public Service, for itself and its successors and assigns, covenants and agrees with Berk, its successors and assigns, that after the installation of the said gas main and the said fittings, appurtenances, and facilities, and after such subsequent disturbance of the above-described lands for any of the purposes aforesaid, Public Service at its own cost and expense, shall restore the surface of the said lands as nearly as possible to the condition in which it was immediately prior to the commencement of the work.

IN WITNESS WHEREOF, Berk has hereto affixed its corporate seal and caused these presents to be signed and attested by its proper officers thereto duly authorized,

3582 27GE 453

all as of the day and year first above written.

F. W. BERN & COMPANY, INC.  
By

*G. W. Taylor*  
G. W. Taylor  
Vice President.

(seal)

Attest:

*Frank Sheara*  
Frank Sheara  
Secretary.



STATE OF NEW JERSEY, )  
County of Bergen, ) ss.

BE IT REMEMBERED, that on this 29th day of September in the year of our Lord nineteen hundred and fifty-four, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared G. W. Taylor who, I am satisfied is Vice President of F. W. Berk & Company, the corporation named in and which executed the foregoing instrument, and is the person who signed said instrument as such officer for and on behalf of said corporation, and he acknowledged that said instrument was made by said corporation and sealed with its corporate seal as the act and deed of said corporation by virtue of authority from its Board of Directors.

*Ernest A. Frootcher*  
Ernest A. Frootcher  
Notary Public of the State of New  
Jersey

NOTARY PUBLIC OF NEW JERSEY  
My Commission expires Apr. 12, 1955



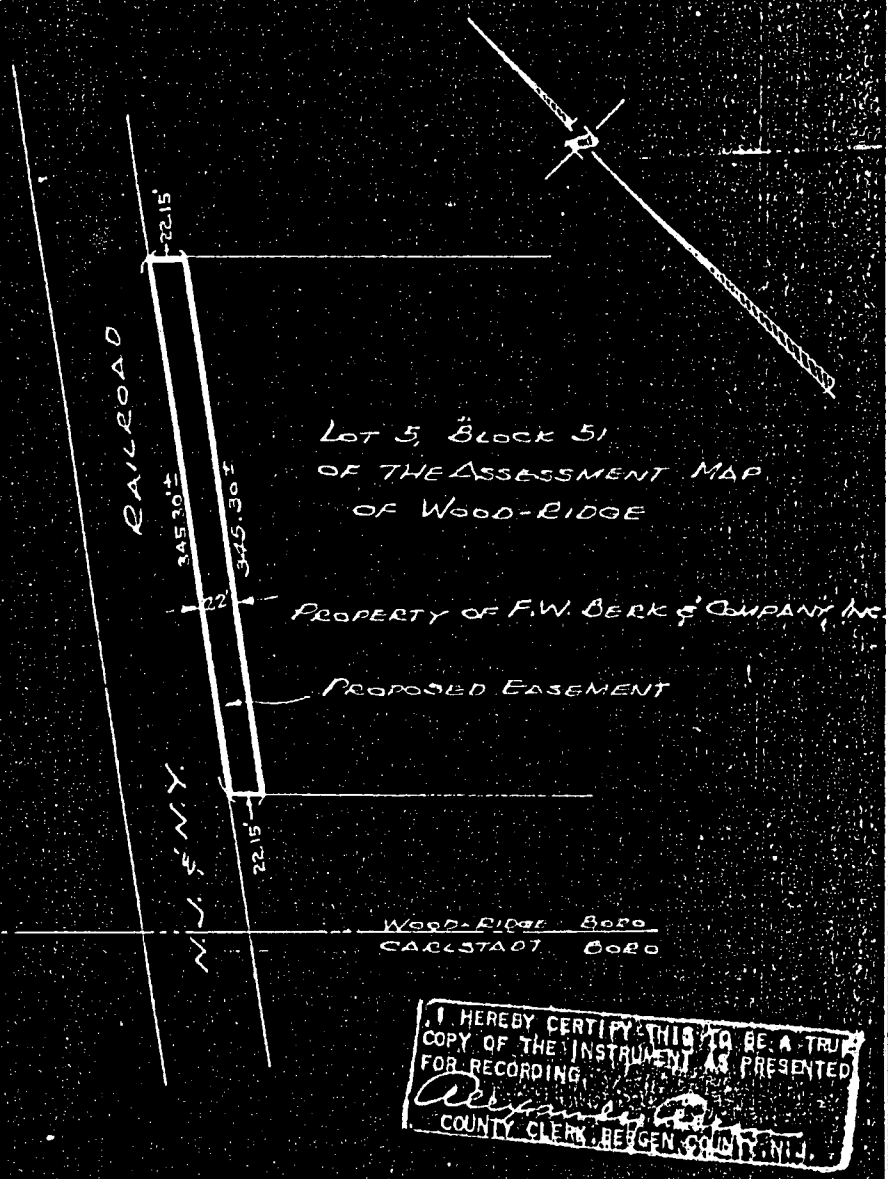
BOOK 3582 PAGE 455

DATE AUG 27 30 1964

PUBLIC SERVICE ELEC. & GAS CO. NEWARK, N. J.

GAS DEPARTMENT

WOOD-RIDGE BORO MUNICIPALITY, BERGEN COUNTY,  
RUTHERFORD DISTRICT, BERGEN DIVISION.



I HEREBY CERTIFY THIS TO BE A TRUE  
COPY OF THE INSTRUMENT AS PRESENTED  
FOR RECORDING.  
*Allyson R. [Signature]*  
COUNTY CLERK, BERGEN COUNTY, N.J.

SKETCH SHOWING PROPOSED EASEMENT THROUGH  
PROPERTY OF F.W. BERK & COMPANY, INC. WOOD-RIDGE, N.J.

SCALE 1" = 100'

APPLICATION No. \_\_\_\_\_ SIGNED *[Signature]* TITLE *DIV. ENGINEER*

**Easements/ROW – Item 3**

**Wood Ridge Chemical  
Corporation and the Borough  
of Wood-Ridge, September 15,  
1960**

THIS AGREEMENT, made this 15<sup>th</sup> day of September, 1960, between WOOD RIDGE CHEMICAL CORPORATION, a corporation of the State of Nevada, Party of the First Part; and the BOROUGH OF WOOD-RIDGE, a municipal corporation of the State of New Jersey, Party of the Second Part.

WITNESSETH:

For and in consideration of the sum of ONE and 00/100 (\$1.00) DOLLAR and other good and valuable consideration paid by the party of the Second Part to the party of the First Part, together with the installation by the party of the second part, of a pipe in the existing ditch located on the property of the party of the First Part; the party of the First Part agrees to furnish facilities to the party of the Second Part, for the disposal of waste material, debris, refuse, ashes and all materials of any description whatsoever, other than household garbage collected within the Borough limits of the Borough of Wood-Ridge under its system of waste collection during the period as hereinafter stated on premises of the party of the First Part described as follows:

A plot comprising approximately 6 acres, of which a little more than half is already filled, which lies in the northeasterly section of the land owned by the party of the First Part and is bounded on the north by the property line between the property of the party of the First Part and the property on which the sewage disposal plant of the Borough of Wood-Ridge is located; on the east by Berry's Creek; on the south by the boundary line between the Boroughs of Wood-Ridge and Carlstadt, and on the west by a line not clearly defined, but roughly parallel to the easterly fence of the party of the First Part and about 200 feet easterly from said fence.

The term of this Agreement shall be from July 1st, 1960, to July 1st, 1965.

The party of the Second Part will fill and level off the area from time to time as directed by the party of the First Part.

The party of the Second Part agrees that it will not assign or in any way transfer this agreement without the consent in writing of the party of the First Part.

The party of the Second Part agrees to conform to any law or regulation which now exists or which may in the future be enacted regulating the disposal of wastes which are the subject of this agreement; or failing such conformance, to cease dumping on the property of the party of the First Part immediately.

The party of the Second Part does hereby further covenant that it will keep and save harmless the party of the First Part, its successors and assigns, from any and all liability for anything arising from or out of the use by the party of the Second Part, its officers or employees, of the premises described herein, from any loss or damage arising from any fault or negligence by the party of the Second Part, its officers or employees, or failure on its part to comply with any covenant, condition, or obligation contained in this agreement, or whether such loss or damage be caused by the failure of the party of the Second Part, its officers or employees, to perform any covenant contained herein to be performed by it.

ATTEST:

J. B. Navarre  
J. B. NAVARRE, Secretary

ATTEST:

Robert I. Stoesser  
ROBERT I. STOESSERT, Clerk

WOOD RIDGE CHEMICAL CORPORATION

BY: G. William Taylor  
G. WILLIAM TAYLOR, President

BOROUGH OF WOOD-RIDGE

BY: Clarence E. Mathe, Jr.  
CLARENCE E. MATHE, JR., Mayor

STATE OF NEW JERSEY }  
COUNTY OF BERGEN } SS:

BE IT REMEMBERED, That on this *fifteenth* day of *September*, Nineteen hundred and Sixty, before me the subscriber, a *Notary Public of the State of New Jersey*, personally appeared J. B. NAVARRE, who being by me duly sworn on his oath, says that he is the Secretary of WOOD RIDGE CHEMICAL CORPORATION, the Party of the First Part named in the foregoing agreement; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Agreement signed and delivered by *WILLIAM TAYLOR*, who was at the date thereof the President of said corporation, in the presence of this deponent, and said President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed his name to said Agreement as an attesting witness to the execution thereof.

*J. B. Navarre*  
J. B. NAVARRE, Secretary

SWORN and SUBSCRIBED before

me at *Wood-Ridge, New Jersey*  
the date aforesaid.

*Henry M. Mandy*  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 15, 1964

STATE OF NEW JERSEY )  
COUNTY OF BERGEN ) SS:

BE IT REMEMBERED, That on this 15th day of September, Nineteen Hundred and Sixty, before me the subscriber, a Notary Public of the State of New Jersey, personally appeared ROBERT I. STOESSER, Clerk of the BOROUGH OF WOOD-RIDGE, the Party of the Second Part named in the foregoing Agreement; that he well knows the corporate seal of said municipal corporation; that the seal affixed to said Agreement is the corporate seal of said municipal corporation; that the said seal was so affixed and the said Agreement signed and delivered by CLARENCE E. MATHE, JR., who was at the date thereof the Mayor of said municipal corporation, in the presence of this deponent, and said Mayor, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said municipal corporation, by virtue of authority from the Borough Council, and that deponent, at the same time, subscribed his name to said Agreement as an attesting witness to the execution thereof.

Robert I. Stoesser  
ROBERT I. STOESSER, Clerk

SWORN and SUBSCRIBED before  
me at WOOD-RIDGE, NEW JERSEY

the date aforesaid.

Louise J. Adelson  
Notary Public of the State of New Jersey

NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires August 25, 1967

54024 OCT 21 60 ACT DEED

RECEIVED

OCT 21 11 32 AM '60

*Respectfully,  
Sergent*  
SERGEN COUNTY CLERK

23/  
Charge

GREENENT

15

RECORDING FEE \$ 5 15

Between:

PAID *Sub*

WOOD RIDGE CHEMICAL  
CORPORATION, a corporation of  
the State of Nevada,

And:

BOROUGH OF WOOD-RIDGE, a  
municipal corporation of the  
State of New Jersey.

Dated: *Sept. 15<sup>th</sup>* 1960

*Proved  
ADB*

*R*

LAW OFFICES

CHARLES L. BERTINI  
WOOD-RIDGE, N. J.

*255 Harkness St*



**Easements/ROW – Item 4**

**Wood Ridge Chemical  
Company and the Borough of  
Wood-Ridge, June 21, 1967**

One Thousand Nine Hundred and Sixty-seven,

Between WOOD RIDGE CHEMICAL CORPORATION,

a corporation duly organized and existing under and by virtue of the laws of the State of Nevada, having its principal office in the City of Reno, County of Washoe and State of Nevada party of the first part;

And BOROUGH OF WOOD-RIDGE, a municipal corporation in the County of Bergen, having its office at 85 Humboldt Street,

in the Borough of Wood-Ridge, in the County of Bergen and State of New Jersey, party of the second part;

Witnesseth, that the said party of the first part, for and in consideration of ONE DOLLAR (\$1.00) and other good and valuable considerations,

lawful money of the United States of America,

to it in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, and to its successors and assigns, forever,

All that tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Borough of Wood-Ridge in the County of Bergen and State of New Jersey,

BEGINNING at a point in the northeasterly boundary line of lands of Wood Ridge Chemical Corporation (said boundary line being the seventh course run in a certain deed made by F. W. Berk & Company, Inc. to said Wood Ridge Chemical Corporation, dated June 30, 1960, recorded July 5, 1960 in the Bergen County Clerk's Office in Deed Book 4139 at page 576&c.) where the same is intersected by the southeasterly line of a certain street or road (said point of intersection being distant 884.05 feet southeasterly as measured along said northeasterly boundary line from the point of intersection formed by the said northeasterly line with the easterly line of lands of the N.J. & N.Y. Railroad Co. and said point on the easterly line of lands of the N.J. & N.Y. Railroad Co. being 609.44 feet southwesterly from a point formed by the intersection of the said easterly line of the N. J. & N.Y. Railroad Co. with the southwesterly line of Anderson Avenue ) and from said principal point or place of BEGINNING, running thence

1. South 44 degrees 04 minutes 30 seconds west and along the southwesterly prolongation of the aforementioned southeasterly line of the aforementioned street or road, 70.00 feet to a point; thence
2. North 46 degrees 00 minutes west and parallel to the aforementioned northeasterly line of lands now or formerly of the Wood Ridge Chemical Corporation, 25.00 feet to a point in the southwesterly prolongation of the northwesterly line of the aforementioned road; thence
3. North 44 degrees 04 minutes 40 seconds east and parallel to the first course, 70.00 feet to a point in the aforementioned northeasterly line of lands now or formerly of Wood Ridge Chemical Corporation; thence
4. South 46 degrees 00 minutes east and along said line, said line being also the present terminus of the aforesaid street or road,

25.00 feet to the point of intersection.

It is the intention of the grantor, by virtue of this grant, to dedicate the aforesaid lands to the Borough of Wood-Ridge for street purposes, the said dedication constituting an extension, in a general southwesterly direction, of the aforesaid street or road now terminating at the northerly property line of the grantor herein.

RECEIVED

1967 JUN 29 PM 2:55

*Barbara Dean*  
BERGEN COUNTY CLERK

...with all and singular the hereditaments, rights, claims, demands, and advantages, with the appurtenances to the same belonging or in anywise appertaining.

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof.

To have and to hold, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever; for public street and road purposes.

In Witness Whereof, the said party of the first part has caused these presents to be signed by its President and its corporate seal to be hereto affixed and attested by its Secretary, the day and year first above written.

WOOD RIDGE CHEMICAL CORPORATION

By Norman E. Hathaway  
Norman E. Hathaway / President.

Louis A. McLean  
Louis A. McLean Secretary.

Be it remembered, that on this 21st day of June, 1967, in the year of Our Lord One Thousand Nine Hundred and Sixty-seven, the subscriber, a Notary Public of Illinois personally appeared Louis A. McLean

who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the Secretary of the WOOD RIDGE CHEMICAL CORPORATION, a Nevada Corporation

the grantor named in the within instrument;

that Norman E. Hathaway President of said Corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and the seal affixed to said instrument is such corporate seal and was thereto affixed, and said instrument signed and delivered by said President, as and for his voluntary act and deed and as end for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me,  
at Chicago, Illinois  
the date aforesaid.

Louis A. McLean Secretary

Notary Public  
Louis A. McLean



Charge

RECORDING FEE \$ 10.25  
PAID

Deed.

10.25

26426 JUN 29 67 DEED

WOOD RIDGE CHEMICAL CORPORATION, a Nevada corporation,

TO

BOROUGH OF WOOD-RIDGE, a municipal corporation in the County of Bergen

Dated, June 21st, 1967

Received in the Office of  
the County of on  
the day of A. D.,  
19, at o'clock in the noon  
and Recorded in Book of DEEDS  
for said County, on page

R & R  
WITTMAN, ANZALONE & BERNSTEIN  
COUNSELLORS AT LAW  
25 EAST SALEM STREET  
HACKENSACK, NEW JERSEY 07601

**Easements/ROW – Item 5**

**Velsicol Chemical  
Corporation and Wood Ridge  
Chemical Corporation,  
February 1, 1968**

EASEMENT AGREEMENT

THIS AGREEMENT, Made on the 1st day of February, 1968,  
by and between VELSICOL CHEMICAL CORPORATION (hereinafter  
called the "Grantor"), a Delaware corporation, and WOOD RIDGE  
CHEMICAL CORPORATION (hereinafter called the "Grantee"), a  
Nevada corporation;

W I T N E S S E T H:

WHEREAS, the Grantor is the owner of the following  
described land:

ALL that certain lot, tract or parcel of  
land and premises, situate, lying and being  
partly in the Borough of Woodridge, and partly  
in the Borough of Carlstadt, in the County of  
Bergen and State of New Jersey, described as  
follows:-

BEGINNING at a point on the southeasterly  
boundary line of land of the New Jersey and  
New York Railroad, said point being at the south-  
westerly corner of lands now or formerly of Henry S.  
Berry, distant 609.44 feet southwesterly measured  
along said southeasterly boundary line of said land  
of the New Jersey and New York Railroad Company,  
from its intersection with the southwesterly side  
of Anderson Avenue, produced northwesterly, in the  
Borough of Wood-Ridge, County of Bergen, State of  
New Jersey, and running thence (1) South 37° 15'  
West, along the said southeasterly boundary line of  
said land of the New Jersey and New York Railroad  
Company, 363.40 feet to a point in the northeasterly  
boundary line of lands now or formerly of the Pilot  
Laboratory, Inc. thence (2) South 46° East, and along  
the northeasterly boundary line of lands now or  
formerly of the Pilot Laboratory, Inc. 628.69 feet;  
thence (3) South 37° 15' West, along the southeasterly  
boundary line of land now or formerly of the Pilot  
Laboratory, Inc. and the southeasterly boundary line  
of land now or formerly of Burkhardt Paper Mills, Inc.

865.80 feet to a point in the northeasterly line of land now or formerly belonging to the Panhard Oil Company, said point also being distant southeasterly along said northeasterly line of land now or formerly belonging to the Panhard Oil Company and the northwesterly extension thereof on a bearing of North 44° 41' 30" West, 630.56 feet from the southeasterly boundary line of the land of the New Jersey and New York Railroad Company; thence (4) South 44° 41' 30" East, along the northeasterly line of said land now or formerly belonging to said Panhard Oil Company, 1070 feet, more or less, to the middle of Nevertouch Creek; thence (5) Easterly, and down stream along the center line of Nevertouch Creek, as shown on the land survey of the herein described land made by Frank W. Koestner, dated June 3, 1960 and as revised June 20, 1960, 860 feet, more or less, to the middle of Berry's Creek; thence (6) northerly and up stream along the center line of Berry's Creek as the same was formerly constituted as shown on said land survey made by Frank W. Koestner, dated June 3, 1960, as revised June 20, 1960, to the southwesterly line of land now or formerly of Henry S. Berry; thence (7) along the same, North 46° West, 1431.15 feet, more or less, to the point or place of beginning (the "Velsicol Land");

WHEREAS, the Grantee is the owner of the following described land:

ALL that lot, tract or parcel of land and premises in the Borough of Wood Ridge, County of Bergen and State of New Jersey.

BEGINNING at a point on the southeasterly boundary line of land of the New Jersey and New York Railroad, said point being 609.44 feet southwesterly measured along said southeasterly boundary line of said land of the New Jersey and New York Railroad Company from its intersection with the southwesterly side of Anderson Avenue and running thence (1) South 37 degrees 15 minutes West along the said southeasterly boundary line of said land of the New Jersey and New York Railroad Company 363.40 feet to a point, thence (2) South 46 degrees East 628.69 feet to a point, thence (3) South 37 degrees 15 minutes East 51.32 feet to a point, thence (4) South 49 degrees 52 minutes 40 seconds East 55.71 feet to a point thence (5) South 72 degrees 45 minutes 50 seconds East 149.83 feet to a point, thence (6) North 43 degrees 41 minutes East 195.81 feet to a point, thence (7) North 31 degrees 59 minutes 10 seconds East 324.78 feet to a point, thence (8) North 44 degrees 4 minutes 30 seconds East 112.75 feet to a point, thence (9) North 46 degrees West 859.05 feet to the point and



place of Beginning (the "Wood Ridge Land"); and

WHEREAS, the Grantee desires to have an easement over the Velsicol Land to permit the installation and maintenance by the Grantee of a pipeline to conduct plant effluents and surface water to Berry's Creek and the Grantor is willing to grant such an easement;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to the Grantor in hand paid by the Grantee:

1. The Grantor does hereby grant and convey to the Grantee, its successors and assigns, the following easements appurtenant to the Wood Ridge Land:

(a) under the surface of the Velsicol Land the right to install, use, maintain and repair, below the existing grade level, a thirty inch (30") pipeline following the course of the open ditch [indicated in red as shown on the attached Plat of Survey designated as Schedule A and made a part hereof], no part of which pipeline is to be installed more than three (3) feet from the center line of such ditch, for the purpose of permitting the Grantee's plant effluents and surface water to flow into Berry's Creek; and

MAP FILED IN REGISTRATION ROOM

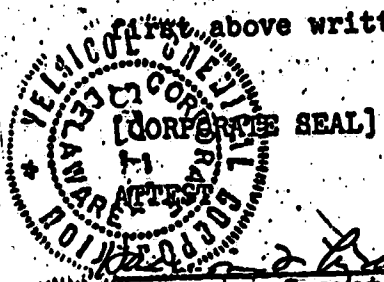
(b) under the surface of the Velsicol Land the right to install, use, maintain and repair two inspection manholes along the route of the easement granted in the preceding subparagraph.

2. In consideration of the grant of the foregoing easements, the Grantee agrees to install the pipeline with due diligence and to cover the same with earth fill up to adjacent ground level.

3. The Grantor reserves unto itself, its successors and assigns, the right at any time to relocate the pipeline at its own cost and expense, provided, however, that (i) such relocation shall not unduly interfere with the normal operations of the Grantee's plant situated on the Wood Ridge Land and (ii) the relocated route shall still connect the Wood Ridge Land and Berry's Creek.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed as of the day and year

first above written.

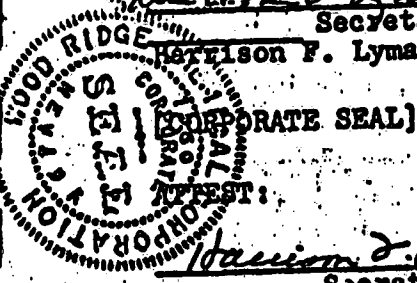


VELSICOL CHEMICAL CORPORATION

By

John F. Kirk  
Vice-President.  
John F. Kirk

15.C.



WOOD RIDGE CHEMICAL CORPORATION

By

John Bratt, Jr.  
Vice-President  
John Bratt, Jr.

606

STATE OF N.Y.

COUNTY OF N.Y. } SS

I, Arthur Israel

a Notary

Public for the above State and County, do hereby certify

that on the 1st day of February, 1968, before me per-

sonally appeared John H. Kirk

personally known to me to be the Vice President of

Velsicol Chemical Corporation, a Delaware corporation,

and Harison H. Lyman Jr.

personally known to me to be the \_\_\_\_\_ Secretary of

said corporation; and personally known to me to be the same

persons whose names are subscribed to the foregoing Instrument

and severally acknowledged as such Vice President and \_\_\_\_\_

Secretary, they signed and delivered said Instrument as Vice

President and \_\_\_\_\_ Secretary of said corporation, and caused

the corporate seal of said corporation to be affixed thereto as

their free and voluntary act and as the free and voluntary act

and deed of said corporation, for the uses and purposes therein set

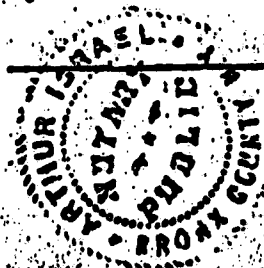
forth.

GIVEN under my hand and Notarial Seal, this 1st day of  
February, 1968.

Arthur Israel  
Notary Public

[Notarial Seal]

My Commission Expires:



ARTHUR ISRAEL  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 0-904500  
Qualified to Sign County  
Term Expires 2/1/70 in 1968

STATE OF New Jersey } SS  
COUNTY OF Bergen

I, Walter A. Hansen, a Notary  
Public for the above State and County, do hereby certify that  
on the 1st day of February, 1968, before me personally  
appeared John Brett, Jr.  
personally known to me to be the Vice President of Wood Ridge  
Chemical Corporation, a Nevada corporation, and Herman  
F. Lyman, Jr., personally known to me to  
be the Secretary of said corporation, and personally  
known to me to be the same persons whose names are subscribed  
to the foregoing Instrument and severally acknowledged as such  
Vice President and Secretary, they signed and delivered  
said Instrument as Vice President and Secretary of  
said corporation, and caused the corporate seal of said corporation  
to be affixed thereto as their free and voluntary act and as the  
free and voluntary act and deed of said corporation, for the uses  
and purposes therein set forth.

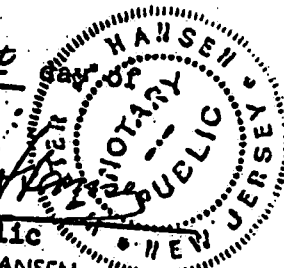
GIVEN under my hand and Notarial Seal, this 1st  
February, 1968.

[Notarial Seal]

My Commission Expires:

WALTER A. HANSEN  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JULY 2, 1972

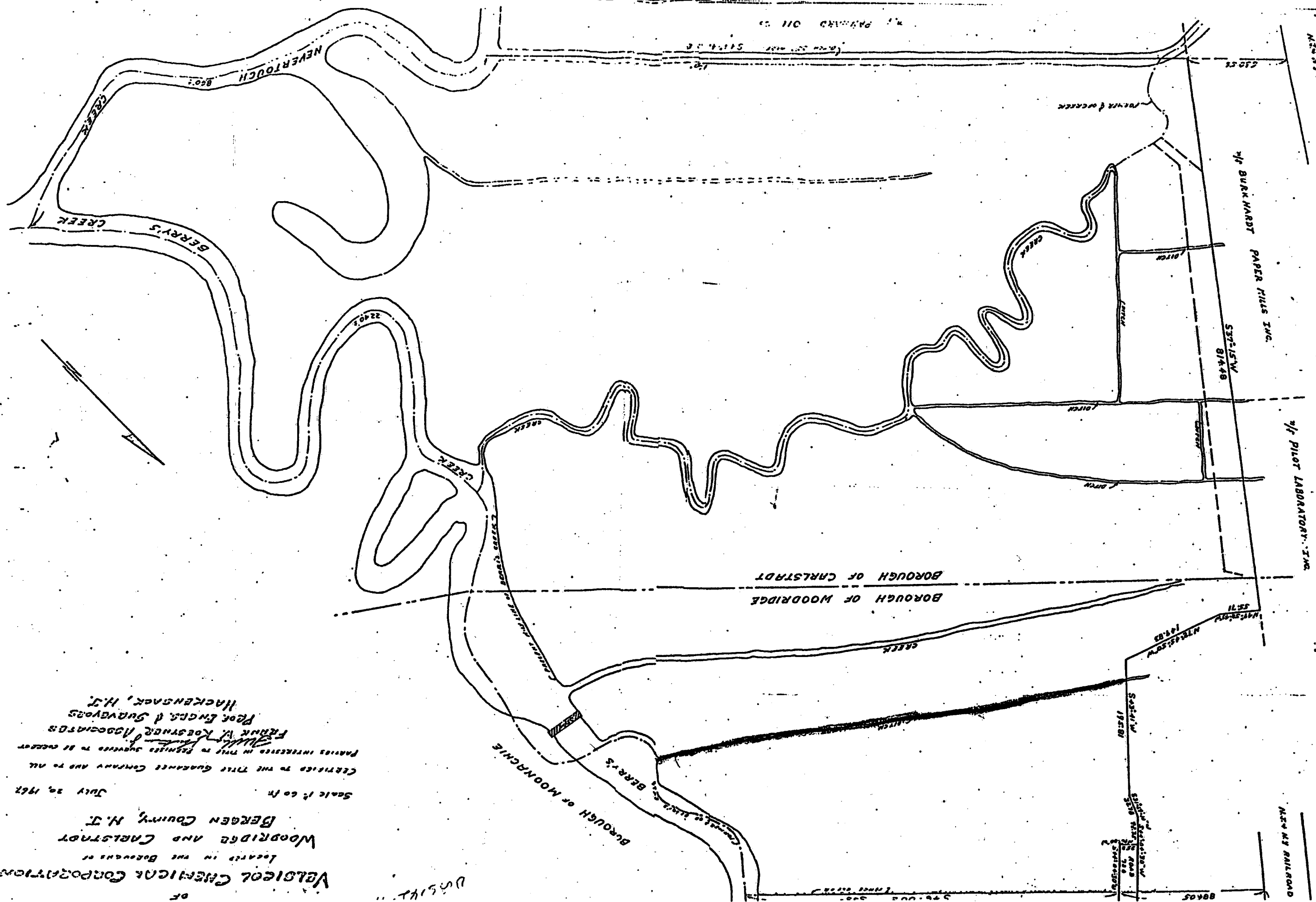
Notary Public  
WALTER A. HANSEN  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JULY 2, 1972



OF  
VELOCOL CHEMICAL CORPORATION (INC.)  
located in the Borough of  
WOODBRIDGE AND CHRISTADT  
BERGEN County, N.J.

Scale 1" = 60 ft  
July 20, 1962

CERTIFIED TO THE TITLE GUARANTEE COMPANY AND TO ALL  
PARTIES INTERESTED IN THIS TO BEHOLDERS SUBJECT TO BE CREDIT  
FRANK W. ROSENBERG & ASSOCIATES  
PROF. ENG'G. & SURVEYORS  
HACKENSACK, N.J.



NEW YORK RAILROAD Co.

1/2 BURKHARDT PAPER MILLS INC.

1/2 PILOT LABORATORY, INC.

NEW YORK RAILROAD

**Easements/ROW – Item 6**

**Robert Wolf, *et ux*, and  
PSE&G and New Jersey Bell,  
June 2, 1975**

Consideration \$ Ex  
 Realty Transfer Fee Ex  
 Recording Fee 2.21  
 By JSB Total \$ 2.21

THIS INDENTURE, made this 2nd day of June, nineteen hundred and Seventy-five (1975), between Robert M. and Rita W. Wolf, 911 Bergen Avenue, Jersey City, New Jersey 07306 hereinafter called "Owner", and

PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation having its office at 80 Park Place, Newark, New Jersey, hereinafter called "Electric", and NEW JERSEY BELL TELEPHONE COMPANY, a corporation having its office at 540 Broad Street, Newark, New Jersey, hereinafter called "Telephone". (If name of Telephone is deleted, the language of this indenture shall be deemed amended accordingly to apply to Owner and Electric)

# WITNESSETH:

Owner for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America to it in hand paid by Electric and Telephone, the receipt whereof is hereby acknowledged, and in consideration of the premises, covenants and conditions hereinafter contained and the mutual benefits to be derived herefrom, has given, granted, and conveyed and by these presents does give, grant, and convey unto Electric and Telephone, the right, privilege, authority and an easement in perpetuity to install, construct, reconstruct, operate, maintain, inspect, repair, remove and replace their respective utility facilities, hereinafter called "facilities" in, on, and over the property of Owner, situate in the Borough of Wood-Ridge, Bergen County, New Jersey, approximately as shown on drawing number DB-12-1021 hereto attached, and hereby made a part hereof, for the purpose of supplying electric and telephone service thereto and for the conduct of their respective businesses, together with the right of access to said property for the aforesaid purposes.

Owner grants to Electric and Telephone the right to trim and keep trimmed all trees which shall in any way interfere with the installation, operation, or maintenance of said facilities.

Electric and Telephone agree that said facilities shall be kept in proper condition and that when either opens or disturbs the surface of said property they will, at their own expense, restore the surface of said property to substantially the same condition in which it was immediately prior thereto.

Owner shall comply with the requirements of the National Electrical Code and the National Electrical Safety Code as applicable to clearances to any buildings or structures and agrees that no buildings or structures shall be erected over or under said facilities.

If Owner shall, at any time after the initial installation of said facilities, request Electric and Telephone to relocate said facilities to a different location or locations, they shall do so at such location or locations as shall be mutually satisfactory to the parties hereto, at the sole cost and expense of Owner, Electric and Telephone to have the same rights and privileges in the new location or locations as in the former location or locations.

Owner covenants to warrant generally the rights above granted, will execute such further assurance of the same as may be requisite, and that Electric and Telephone shall have the quiet possession thereof free from all encumbrances.

By the acceptance of this instrument Electric and Telephone agree to abide by the terms and conditions herein on their part to be performed and shall be deemed signatories hereto, and the provisions of this indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their heirs, executors, administrators, successors, and assigns.

MAP FILED IN RECORDING ROOM

IN WITNESS WHEREOF, Owner has duly signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered

in the presence of

(Individual Signature)

Robert M. Wolf

(L.S.)

Rita W. Wolf

(L.S.)

MARTIN M. KATZ

(Seal)

(Corporate Signature)

Attest:

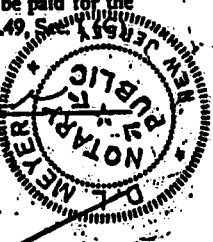
(Individual Acknowledgment)

STATE OF New Jersey }  
COUNTY OF Hudson } SS.

BE IT REMEMBERED, that on this 2nd day of June, nineteen hundred and Seventy-five, before me, the subscriber, A Notary Public of New Jersey personally appeared Robert M. Wolf and Rita W. Wolf, who, I am satisfied, are the grantors mentioned in the within Indenture, and they acknowledged that they signed, sealed, and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, C.49, Sec. 1 (C), is less than \$100.00

NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 7/21/76

D. L. MEYER



(Corporate Acknowledgment)

PREPARED BY WM. J. BENNETT

STATE OF }  
COUNTY OF } SS.

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, nineteen hundred and \_\_\_\_\_, before me, the subscriber, \_\_\_\_\_, who, I am satisfied, is \_\_\_\_\_, the Corporation named in and which executed the foregoing instrument and is the person who signed said instrument as such officer for and on behalf of said corporation and he acknowledged that said instrument was made by said corporation and sealed with its corporate seal, as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, C.49, Sec. 1 (C), is less than \$100.00.



RECEIVED

1975 AUG -6 AM 10:20

*Carl Hartman*  
BERGEN COUNTY CLERK

9  
Consideration \$ EX  
Ready Transfer Fee EX  
Recording Fee 2.25  
By SD Total \$ 2.25  
DBED

AUG-675

DBED

33968

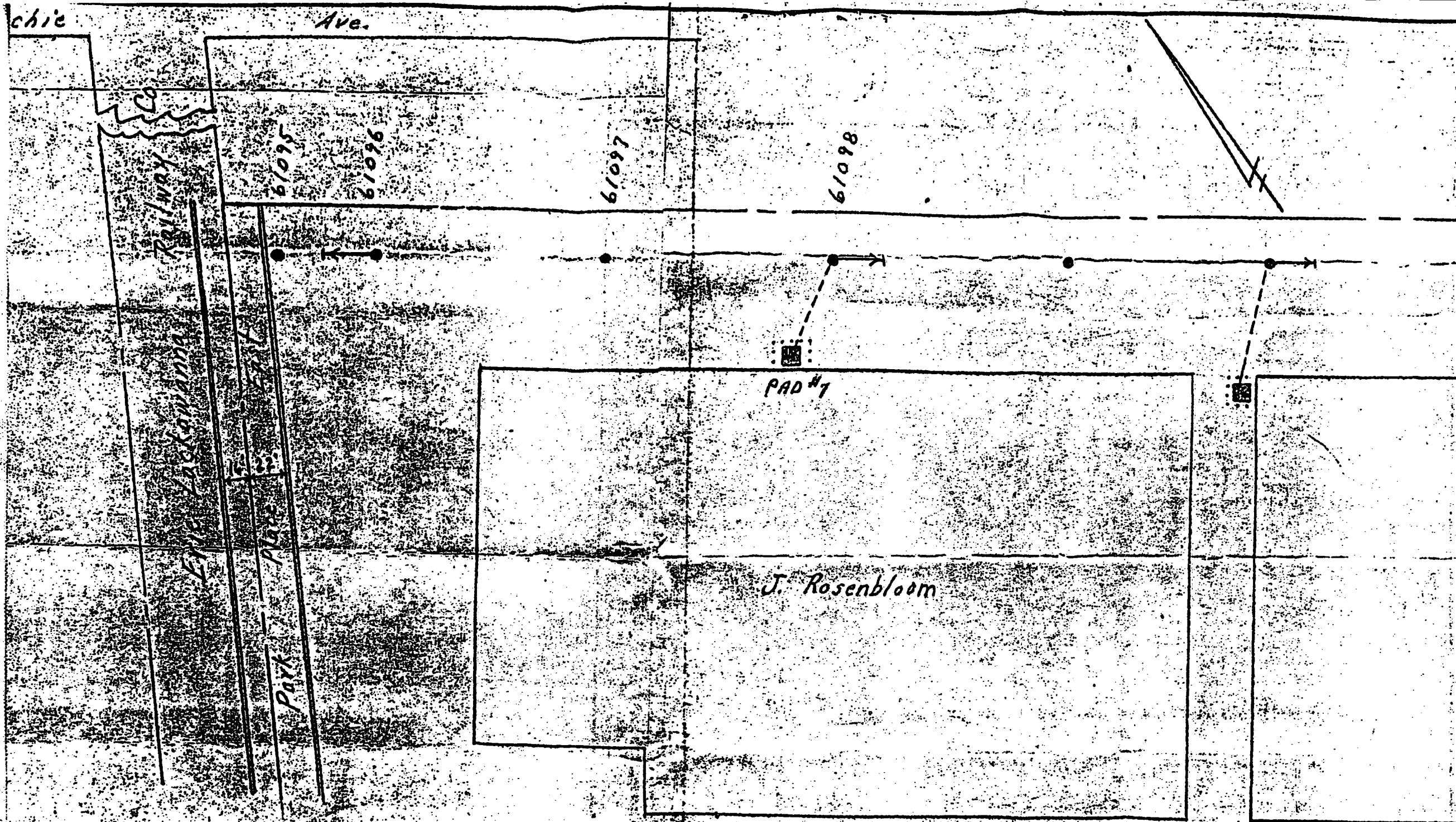
725

725

END OF DOCUMENT

BOOK 6028 PAGE 224

RETURN TO:  
PUBLIC SERVICE ELECTRIC  
& GAS COMPANY  
60 SOUTH NEWMAN STREET  
HACKENSACK, N.J. 07601  
ATTN: MR. W.J. BENNETT



Block #229  
Lot #10

DR. GUY  
UNDERGROUND WIRES  
FORMER PAD #7  
BUMPERS BY OWNER

SUBJECT		POLES, ANCHOR GUYS, TRANSFORMER PADMOUNTS AND UNDERGROUND WIRES ON PROPERTY OF ROBERT M. AND RITA W. WOLF TO SERVE J. ROSENBLUM ON PARK PLACE EAST, WOODRIDGE, NEW JERSEY			
LOCATION		Bergen			
DRAWN BY		O.D.		CHECKED	W.J.B.
DATE		2-20-75		SCALE	1"=60'
INITIALS		DATE		PUBLIC SERVICE ELECTRIC AND GAS COMPANY	
REVISIONS		ELECTRIC DEPARTMENT		DRAWING NUMBER DB-12-1021	

**Easements/ROW – Item 7**

**Robert Wolf, *et ux*, and  
PSE&G, June 2, 1975**

Consideration  
 Ready Transfer Fee  
 Recording Fee  
 Total \$

\$ EX  
 2A  
 9.25  
 5.25  
 \$ 14.50

This Indenture, made this 2nd day of June, in the year of our Lord one thousand nine hundred and seventy-five, between ROBERT M. WOLF and RITA W. WOLF, his wife, residing at 10 Robbins Lane, Short Hills, in the Township of Millburn, County of Essex, and State of New Jersey,

hereinafter called "Owners", and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation of the State of New Jersey, having its principal office at 80 Park Place, in the City of Newark, in the County of Essex, and State of New Jersey, hereinafter called "Public Service",

WITNESSETH:

Owners, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to them in hand paid by Public Service, the receipt whereof is hereby acknowledged,

-----have given, granted, and conveyed, and by these presents do give, grant, and convey unto Public Service, its successors and assigns, the right, privilege, authority, and easement to install, lay, construct, reconstruct, operate, maintain, inspect, repair, remove, replace, and relay gas mains, together with all necessary fittings, appurtenances, and facilities, for the transmission and distribution of gas in, under, along, through, and across a ten (10') foot wide strip of land of Owners situate, lying, and being in the Borough of Wood Ridge, in the County of Bergen, and State of New Jersey, as shown outlined in red on the print attached hereto and hereby made a part hereof, entitled, "PUBLIC SERVICE ELECTRIC & GAS COMPANY MAP SHOWING LOCATION OF EASEMENT TO BE GRANTED BY ROBERT M. WOLF AND RITA W. WOLF, HIS WIFE SITUATED IN THE BOROUGH OF WOOD RIDGE, BERGEN COUNTY, N.J. GAS DISTRIBUTION DEPT. BERGEN DIV. HACKENSACK N.J. SCALE 1" = 60' DATE 4-4-75 PR-7-75B".

Together with the license to enter upon the lands and premises of Owners immediately adjacent to the said strip of land, so far as may be necessary for any of the purposes aforesaid.

Owners for themselves, their heirs and assigns, covenant and agree with Public Service, its successors and assigns, that no buildings or structures of any kind whatsoever shall be erected on, in, or above the above-described strip of land, and this covenant is to run with the land; provided, however, that pavements, roadways, tracks, walks, and the like are permitted.

Public Service, for itself and its successors and assigns, covenants and agrees with Owner, their heirs and assigns, that after the installation of the said gas main and the said fittings, appurtenances, and facilities, and after each subsequent disturbance of the above-described land for any of the purposes aforesaid, Public Service at its own cost and expense shall restore the surface of the said land as nearly as possible to the condition in which it was immediately prior to the commencement of the work.

By the acceptance of this indenture Public Service agrees to abide by the terms and conditions herein on its part to be performed and shall be deemed a signatory hereto.

In Witness Whereof, Owners have hereunto set their

hand and seal, all as of the day and year first above written.

Signed, sealed, and delivered

in the presence of

Robert M. Wolf

(L.S.)

Rita W. Wolf

(L.S.)

Martin M. Katz  
Martin M. Katz

The within instrument was prepared by Joan M. Smith.

STATE OF NEW JERSEY

COUNTY OF ~~ESSEX~~ HUDSON

SS.

Be It Remembered, that on this 2nd day of June, 1975, in the year of our Lord nineteen hundred and seventy-five, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared ROBERT M. WOLF and RITA W. WOLF, his wife,

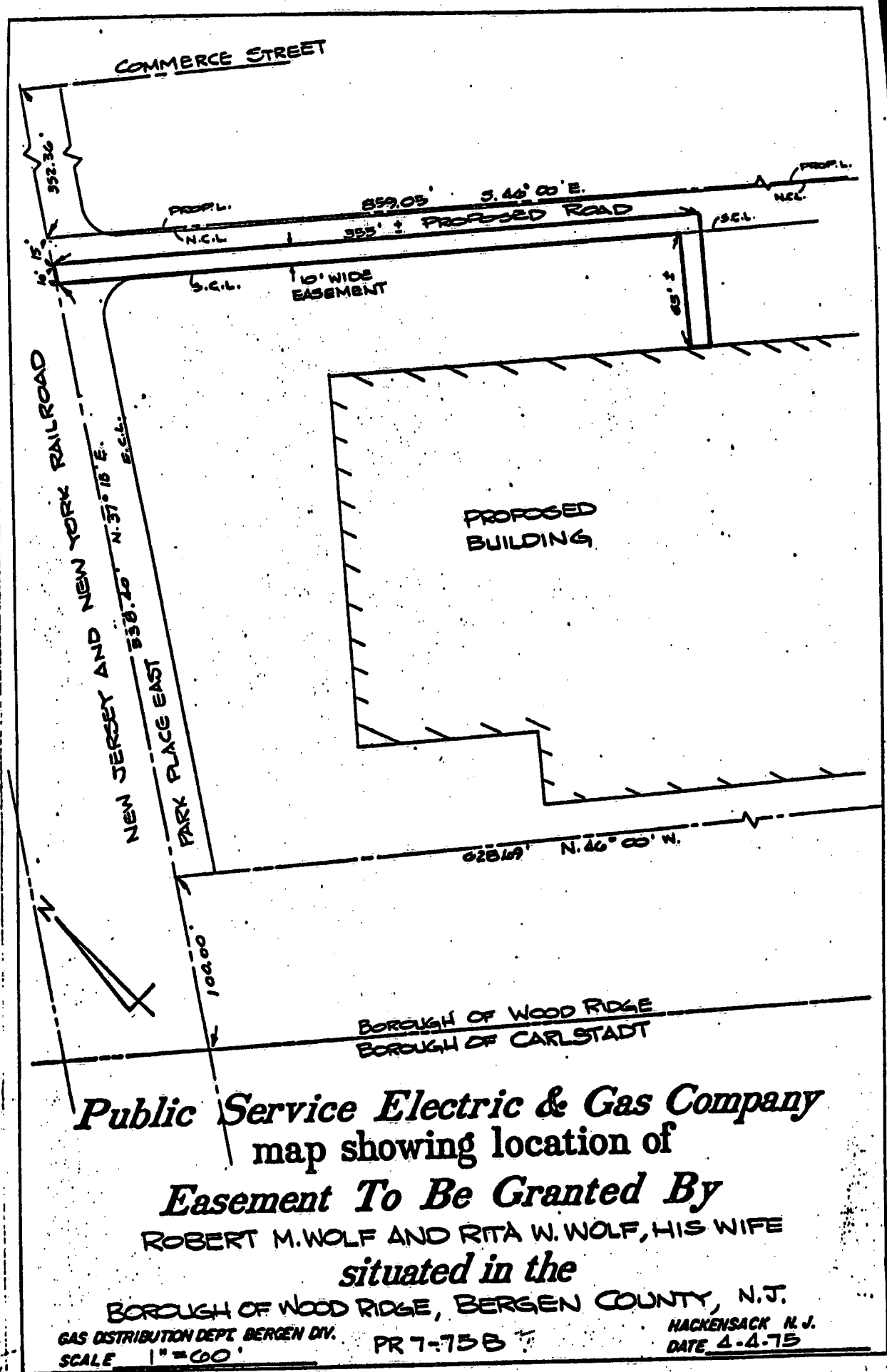
who, I am satisfied are the persons mentioned in the foregoing instrument and they did acknowledge that they signed, sealed, and delivered the same as their act and deed. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within Grant, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is \$1.00.

D. L. Meyer

NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 7/75

CG-7000 1-75

BOOK 6084 PAGE 101





Consideration EX  
Really True EX  
Recording Fee 9.25  
By 8 9.25

20 INDENTURE  
Easement Pub

ROBERT M. WOLF and  
RITA W. WOLF, his wife

FEB-4-76 DEED 5087 9.25 TO 9.25

PUBLIC SERVICE ELECTRIC AND GAS  
COMPANY  
80 Park Place  
Newark, N. J.

DATE June 2, 1975

RECEIVED  
1976 FEB-4 PM 12:18

Carol Hartman  
BERGEN COUNTY CLERK

Return to:  
R. B. Fitzsimmons  
General Manager - Real Estate  
Public Service Terminal  
80 Park Place, Newark, N. J. 07101  
ENV.

END OF DOCUMENT

BOOK 6084 PAGE 103



**Easements/ROW – Item 8**

**Robert Wolf, *et ux*, and  
PSE&G, August 18, 1976**

Consideration \$ EX  
 Realty Transfer Fee 22  
 Recording Fee 62  
 By g Total \$

This Indenture, made this 18th day of  
 August, 1976, in the year of our Lord one thousand nine hundred and  
 seventy-six, between ROBERT M. WOLF and RITA W. WOLF, his wife  
 residing at 10 Robbins Lane, Short Hills, in the Township  
 of Millburn, County of Essex, and State of New Jersey,

hereinafter called "Owners", and PUBLIC SERVICE ELECTRIC AND GAS  
 COMPANY, a corporation of the State of New Jersey, having its principal office at  
 80 Park Place, in the City of Newark, in the County of Essex, and State of New  
 Jersey, hereinafter called "Public Service",

WITNESSETH:

Owners, for and in consideration of the sum of One Dollar (\$1.00), lawful  
 money of the United States of America, to them in hand paid by Public Service,  
 the receipt whereof is hereby acknowledged, have given, granted, and conveyed, and  
 by these presents do give, grant, and convey unto Public Service, its successors  
 and assigns, the right, privilege, authority, and easement to install, lay, construct, re-  
 construct, operate, maintain, inspect, repair, remove, replace, and relay gas mains,  
 together with all necessary fittings, appurtenances, and facilities, for the transmission  
 and distribution of gas in, under, along, through, and across a ten (10') foot  
 wide strip of land of Owners situate, lying, and being in the Borough of  
 Wood Ridge, in the County of Bergen, and State of New  
 Jersey, as shown outlined in red on the print attached hereto and hereby made a  
 part hereof, entitled, "PUBLIC SERVICE ELECTRIC & GAS COMPANY MAP  
 SHOWING LOCATION OF EASEMENT TO BE GRANTED BY ROBERT M.  
 WOLF AND RITA W. WOLF, HIS WIFE SITUATED IN THE BOROUGH OF  
 WOODRIDGE, BERGEN COUNTY, N.J. GAS DISTRIBUTION DEPT.  
 BERGEN DIV. HACKENSACK N.J. SCALE 1" = 80' DATE 7-14-76  
 PR-2-76B".

-1-

00-7700

BOOK 6182 PAGE 288

Together with the license to enter upon the lands and premises of Owners immediately adjacent to the said strip of land, so far as may be necessary for any of the purposes aforesaid.

Owners for themselves, their heirs and assigns, covenant and agree with Public Service, its successors and assigns, that no buildings or structures of any kind whatsoever shall be erected on, in, or above the above-described strip of land, and this covenant is to run with the land; provided, however, that pavements, roadways, tracks, walks, and the like are permitted.

Public Service, for itself and its successors and assigns, covenants and agrees with Owners, their heirs and assigns, that after the installation of the said gas main and the said fittings, appurtenances, and facilities, and after each subsequent disturbance of the above-described land for any of the purposes aforesaid, Public Service at its own cost and expense shall restore the surface of the said land as nearly as possible to the condition in which it was immediately prior to the commencement of the work.

By the acceptance of this indenture Public Service agrees to abide by the terms and conditions herein on its part to be performed and shall be deemed a signatory hereto.

In Witness Whereof, Owners have hereunto set their

hand and seal, all as of the day and year first above written

Signed, sealed, and delivered }

In the presence of

Robert M. Wolf (L.S.)

Rita W. Wolf (L.S.)

David S. Talesnick  
Deed Secretary  
David S. Talesnick

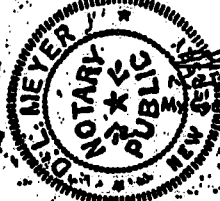
The within instrument was prepared by Joan M. Smith.

STATE OF NEW JERSEY

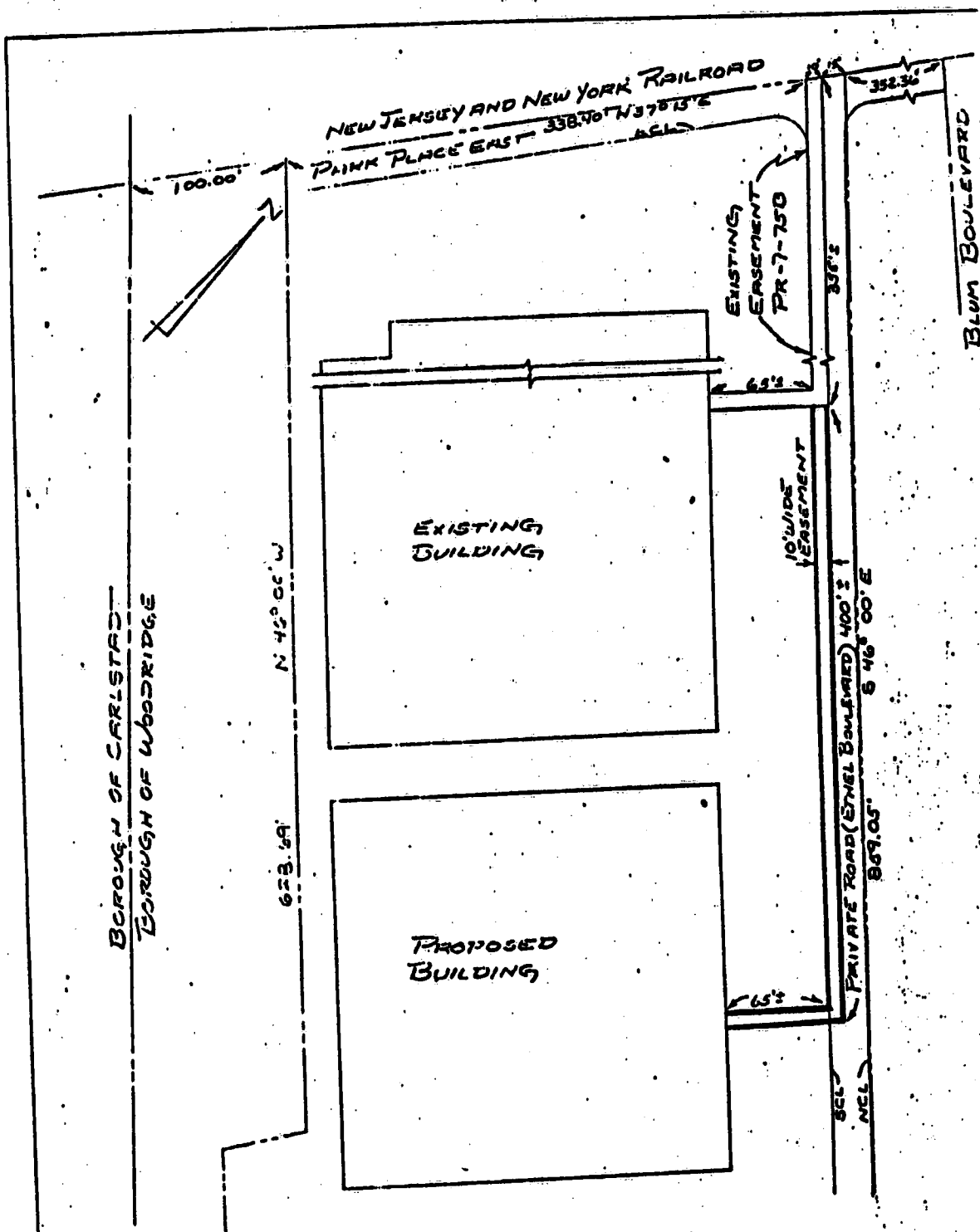
COUNTY OF Hudson } SS.

We It Remembered, that on this 18<sup>th</sup> day of August  
in the year of our Lord nineteen hundred and seventy- six, before me, the sub-  
scriber, a Notary Public of the State of New Jersey,  
personally appeared ROBERT M. WOLF and RITA W. WOLF, his wife,

who, I am satisfied are the persons mentioned in the foregoing instrument and  
they did acknowledge that they signed, sealed, and delivered the same as  
their act and deed. The full and actual consideration paid or to be paid  
for the transfer of title to realty evidenced by the within Grant, as such consideration  
is defined in P.L. 1968, c. 49, Sec. 1 (c), is \$1.00.



Dorothy L. Meyer  
Dorothy L. Meyer



Public Service Electric & Gas Company

Easement To Be Granted By  
 ROBERT M. WOLF AND RITA W. WOLF, HIS WIFE  
 situated in the

BOROUGH OF WOODRIDGE, BERGEN COUNTY NJ  
 GAS DISTRIBUTION DEPT. BERGEN DIV. PR-2-76B

HACKENSACK N.J.  
 DATE 7-14-76

SCALE 1" = 80'

Consideration: EX  
Folio: EX  
Record: 9.25  
EX 14 INDENTURE  
EASEMENT *Deeds*

RECEIVED  
1976 NOV 15 AM 11:26

*Carl R. Hartman*  
BERGEN COUNTY CLERK

ROBERT M. WOLF and  
RITA W. WOLF, his wife

TO

PUBLIC SERVICE ELECTRIC AND GAS  
COMPANY  
80 Park Place  
Newark, N. J.

DATE

NOV 15 76 6:00 59.702 9.25 9.25

Return to:  
R. B. Fitzsimmons  
General Manager - Real Estate  
Public Service Terminal  
80 Park Place, Newark, N. J. 07101

ENV.

END OF DOCUMENT

BOOK 6182 PAGE 292

**Easements/ROW – Item 9**

**Robert Wolf, *et ux*, and  
PSE&G, October 11, 1977**

PS COPY

Consideration	\$	11.00
Notary Transfer Fee	\$	2.25
Recording Fee	\$	2.25
By g/m	Total \$	15.50

THIS INDENTURE, made this 11th day of October, nineteen hundred and Seven-seven (1977), between Robert M. Wolf and Rita W. Wolf, 10 Robbins Lane, Short Hills, New Jersey hereinafter called "Owner", and

PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation having its office at 80 Park Place, Newark, New Jersey, hereinafter called "Electric", and ~~NEW JERSEY BELL TELEPHONE COMPANY, a corporation having its office at 540 Broad Street, Newark, New Jersey, hereinafter called "Telephone".~~ (If name of Telephone is deleted, the language of this indenture shall be deemed amended accordingly to apply to Owner and Electric)

## WITNESSETH:

Owner for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America to it in hand paid by Electric and Telephone, the receipt whereof is hereby acknowledged, and in consideration of the premises, covenants and conditions hereinafter contained and the mutual benefits to be derived herefrom, has given, granted, and conveyed and by these presents does give, grant, and convey unto Electric and Telephone, the right, privilege, authority and an easement in perpetuity to install, construct, reconstruct, operate, maintain, inspect, repair, remove and replace their respective utility facilities, hereinafter called "facilities" in, on, and over the property of Owner, situate in the Borough of Wood Ridge, Bergen County, New Jersey, approximately as shown on drawing number DB-12-1091 hereto attached, and hereby made a part hereof, for the purpose of supplying electric and telephone service thereto and for the conduct of their respective businesses, together with the right of access to said property for the aforesaid purposes.

Owner grants to Electric and Telephone the right to trim and keep trimmed all trees which shall in any way interfere with the installation, operation, or maintenance of said facilities.

Electric and Telephone agree that said facilities shall be kept in proper condition and that when either opens or disturbs the surface of said property they will, at their own expense, restore the surface of said property to substantially the same condition in which it was immediately prior thereto.

Owner shall comply with the requirements of the National Electrical Code and the National Electrical Safety Code as applicable to clearances to any buildings or structures and agrees that no buildings or structures shall be erected over or under said facilities.

If Owner shall, at any time after the initial installation of said facilities, request Electric and Telephone to relocate said facilities to a different location or locations, they shall do so at such location or locations as shall be mutually satisfactory to the parties hereto, at the sole cost and expense of Owner, Electric and Telephone to have the same rights and privileges in the new location or locations as in the former location or locations.

Owner covenants to warrant generally the rights above granted, will execute such further assurance of the same as may be requisite, and that Electric and Telephone shall have the quiet possession thereof free from all encumbrances.

By the acceptance of this instrument Electric and Telephone agree to abide by the terms and conditions herein on their part to be performed and shall be deemed signatories hereto, and the provisions of this indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their heirs, executors, administrators, successors, and assigns.

BOOK 6316 PAGE 36

MAP FILED IN REQUISITION ROOM



IN WITNESS WHEREOF, Owners have duly signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered

in the presence of

(Individual Signature)

Robert M. Wolf (L.S.)  
Rita W. Wolf (L.S.)

Virginia H. Speyer  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 26, 1981  
VIRGINIA H. SPEYER

(Individual Acknowledgment)

STATE OF New Jersey }  
COUNTY OF Bergen } SS.

BE IT REMEMBERED, that on this 11th day of October,  
nineteen hundred and Seventy-seven, before me, the subscriber, a Notary Public  
of New Jersey personally appeared  
Robert M. Wolf and  
Rita W. Wolf who, I am satisfied, are the grantors mentioned in the within Indenture,  
and they acknowledged that they signed, sealed, and delivered the same as their voluntary act  
and deed, for the uses and purposes therein expressed. The full and actual consideration paid or to be paid for the  
transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, C.49, Sec. 1 (C),  
is less than \$100.00.

Virginia H. Speyer  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 26, 1981  
VIRGINIA H. SPEYER

(Corporate Acknowledgment)

STATE OF }  
COUNTY OF } SS.

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_,  
nineteen hundred and \_\_\_\_\_, before me, the subscriber,  
who, I am satisfied, is \_\_\_\_\_ personally appeared  
\_\_\_\_\_, the Corporation named in and which executed the foregoing instrument and  
is the person who signed said instrument as such officer for and on behalf of said corporation and he acknowledged  
that said instrument was made by said corporation and sealed with its corporate seal, as the voluntary act and deed of  
said corporation, by virtue of authority from its Board of Directors. The full and actual consideration paid or to be  
paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, C.49,  
Sec. 1 (C), is less than \$100.00.

Consideration \$ EX  
Realty Transfer Fee EX  
Recording Fee 7.25  
By Jm Total \$ 7.25

W EASEMENT *Deed*

RECEIVED  
1977 NOV -3 PM 2:19  
*Paul R. Hartman*  
PERCEN COUNTY CLERK

END OF DOCUMENT

BOOK 6316 PAGE 38

NOV 3 1977 DEED 66494 7.25 725

RETURN TO:  
PUBLIC SERVICE ELECTRIC  
& GAS COMPANY  
60 SOUTH NEWMAN STREET  
HACKENSACK, N.J. 07601  
ATTN: MR. W.J. BENNETT

Park Place  
East

Bld.

Ethel

P#61105

Baro. of Woodridge R.O.W.

CHIED STONE ACCESS DRIVE TO BE  
INSTALLED MAINTAINED BY CUSTOMER

# Legend

- EXISTING POLE
- PROPOSED POLE
- PROPOSED ANCHOR GUY
- PROPOSED OVERHEAD WIRES
- PROPOSED TRANSFORMER MAT
- PROPOSED PIPE BUMPERS BY OWNER

SUBJECT Proposed Poles, Anchor Guys, transformers, transformer mat, and overhead conductors on property of Robert M. Wolf and Rita W. Wolf to serve Gailyn Packaging Corp. on 3 Ethel Blvd, s/o Park Place East, Wood Ridge, New Jersey			
LOCATION Bergen Div.	DRAWN BY O.D.	CHECKED H.R. W.	APPROVED W.J.H.
DATE 9-28-77	SCALE 1"=30'	TITLE RIGHT-OF-WAY MAN	
INITIALS REVISIONS	NUMBER	DRAWING NUMBER DB-12-1091	
PUBLIC SERVICE ELECTRIC AND GAS COMPANY ELECTRIC DEPARTMENT			

**Easements/ROW – Item 10**

**Velsicol Chemical  
Corporation and Robert and  
Rita Wolf, March 12, 1979**

RECEIVED

MAR 29 2 41 PM '79

*Carl R. Hartman*

BERGEN COUNTY CLERK

AGREEMENT FOR THE INSTALLATION OF A FENCE  
ON A PORTION OF LOT 10B, BLOCK 229,  
BOROUGH OF WOOD-RIDGE, NEW JERSEY

Lorraine S. Teleky, Esq.  
1099 Wall St West  
Lyndhurst, N.J. 07071

RECORDING FEE \$ 8.25  
PAID *Deeds*

53.

This agreement made on the 12th day of March, 1979 between VELSICOL CHEMICAL CORPORATION, a corporation of the State of Delaware, having its office at 341 East Ohio Street, in the City of Chicago, County of Cook, and State of Illinois, herein after designated as VELSICOL, and ROBERT WOLF and RITA WOLF, residing at 10 Robbins Lane, Township of Millburn, County of Essex, and State of New Jersey; WITNESSETH: that VELSICOL and ROBERT WOLF and RITA WOLF, for and in consideration of the mutual promises by said parties, they have mutually agreed on and made and by these presents do hereby agree that the erection of a fence would restrict further illegal dumping on Lots 8 and 10B, Block ~~229~~ <sup>100</sup> in the Borough of Wood-Ridge, New Jersey, and ROBERT WOLF and RITA WOLF hereby grants to VELSICOL the right to extend the fence from the northeast corner of the building presently situated on Lot 10B, Block ~~229~~ <sup>100</sup> in the Borough of Wood-Ridge, westerly for a distance of approximately fifteen feet to the point of intersection of the property boundary of the parties named herein, for which portion of the fence VELSICOL agrees to pay the costs for materials and installation. A permit for said installation has been issued by the Borough of Wood-Ridge on January 2, 1979, Permit 6229.

And for the performance of all and singular the agreements aforesaid, the said parties do bind themselves and their respective heirs, executors, administrators, successors and assigns.

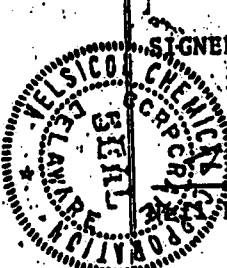
IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals or caused these presents to be signed by their proper officers and their corporate seal to be hereto affixed, the date and year first above written.

MAR 29 79 DEED- 16.661 8.25 .00 8.25

BOOK 6492 PAGE 816

COPIED FOR BY ALL STATES SUPPLY CO. 1000 N. 10TH STREET, HOUSTON, TEXAS 77002

6781  
Kranzler Jo App 4302 041 0700  
The Board, made the 20th of February



SIGNED, SEALED and DELIVERED  
in the presence of  
or ATTESTED by

R. Mitchell  
R. Mitchell, Secretary

VELSICOL CHEMICAL CORPORATION

By: Raymond W. Ver Hoeve (L.S.)  
Raymond W. Ver Hoeve, President

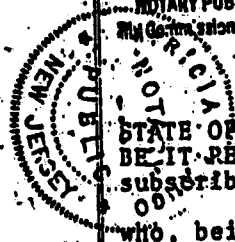
SIGNED, SEALED and DELIVERED  
in the presence of  
or ATTESTED by

Patricia Mango

PATRICIA MANGO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Aug. 31, 1982

Robert Wolf  
Robert Wolf

Rita Wolf  
Rita Wolf



STATE OF ILLINOIS, COUNTY OF COOK  
BE IT REMEMBERED, that on March 12, 1979, before me, the  
subscriber, Beulah M. Graves,  
Neil R. Mitchell

who, being by me duly sworn on his oath, deposes and makes proof  
to my satisfaction, that he is the Corporate Secretary of  
VELSICOL CHEMICAL CORPORATION, the Corporation named in the  
within Agreement; that Raymond W. Ver Hoeve is the  
President of said Corporation; that the execution, as well as the  
making of this Agreement, has been duly authorized by a proper  
resolution of the Board of Directors of the said Corporation;  
that deponent well knows the corporate seal of said Corporation;  
and that the seal affixed to said Agreement is the proper corporate  
seal and was thereto affixed and said Agreement signed and delivered  
by said President as and for the voluntary act and deed  
of said Corporation, in presence of deponent, who thereupon  
subscribed his name thereto as attesting witness.

Sworn to and subscribed before me,  
the date aforesaid.

Beulah M. Graves  
Notary Public  
STATE OF NEW JERSEY, COUNTY OF Cook  
BE IT REMEMBERED, that on March 23, 1979, before me, the  
subscriber, Neil R. Mitchell a Notary Public  
personally appeared Robert Wolf and Rita Wolf

who, I am satisfied, the person named in and who  
executed the within Agreement, and thereupon acknowledged  
that they signed, sealed and delivered the same as  
act and deed, for the uses and purposes therein expressed.

(2) X

PREPARED BY: Lorraine S. Teley,  
Attorney at Law

PATRICIA MANGO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Aug. 31, 1982



**Easements/ROW – Item 11**

**Wood Ridge Chemical  
Corporation and U.S. Federal  
Aviation Administration  
(FAA), September 27, 1968**



## FEDERAL AVIATION AGENCY ADMINISTRATION

New York Area Office

Federal Building

John F. Kennedy International Airport

Jamaica, New York 11430

## LEASE

Lease No.: FA69EA-1194

ILS Middle Marker

Runway 6

Teterboro Airport

Teterboro, New Jersey

between

WOOD RIDGE CHEMICAL CORPORATION  
(A NEVADA CORPORATION)

and

THE UNITED STATES OF AMERICA

1. This LEASE, made and entered into this twenty-seventh day of September  
in the year one thousand nine hundred and sixty-eight

by and between Wood Ridge Chemical Corporation

whose address is Park Place East  
Wood-Ridge, New Jersey 07075

for itself and its heirs, executors, administrators, successors, and  
assigns, hereinafter called the lessor, and the UNITED STATES OF AMERICA, hereinafter called the  
Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and  
agree as follows:

2. The lessor hereby leases to the Government the following described property, hereinafter  
called the premises, viz:

From a point located at the northeasterly corner of Wood-Ridge Chemical  
Corporation Building No. 22, proceed S 67° 51' E, 15.6 feet to the point  
of beginning; thence proceed N 36° 50' E, 10 feet to a point; thence  
proceed S 53° 10' E, 10 feet to a point; thence proceed S 36° 50' W, 10  
feet to a point; thence proceed N 53° 10' W, 10 feet to the point of  
beginning containing 100 square feet, more or less, located in the Town  
of Wood-Ridge, Bergen County, State of New Jersey. All bearings are true.



Together with a right-of-way for ingress and egress to and from the premises; a right-of-way or rights-of-way for establishing and maintaining a pole line or pole lines for extending electric power, and telecommunications facilities to the premises; and rights-of-way for subsurface power, communication and water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the lessor and, unless hereindescribed by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government;

And the right of grading, conditioning, installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of air navigation and telecommunications facilities.

And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed upon the termination of this lease or within 90 days thereafter by or on behalf of the Government, or its grantees or purchasers of said fixtures, additions, structures, or signs.

✓ 3. To HAVE AND TO HOLD the said premises with their appurtenances for the term beginning  
July 1, 1968 and ending with June 30, 1969

4. The Government shall pay the lessor, for the premises, rent at the following rate for the term set forth in Article No. 3 above:

One Hundred Dollars (\$100.00) Per Annum

Payment shall be made at the end of each Government Fiscal Year (June 30th)

without the submission of invoices or vouchers.

5. This lease may, at the option of the Government, be renewed from year to year at an annual rental of \$100.00 (One Hundred Dollars) and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one year unless the Government gives 30 days' notice that it will not exercise its option, before this lease or any renewal thereof expires; **PROVIDED**, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June 1978; **AND PROVIDED FURTHER**, that adequate appropriations are available from year to year for the payment of rentals.

6. No Member of Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

7. This lease is subject to the additional provisions which are set forth on the attachment, initialed by the parties hereto, and made a part hereof, identified as follows:

Articles 8, 9, 10, 11, 12, 13 and 14

ATTACHMENT TO LEASE CONTRACT NO. FA69EA-1194

8. The Government shall surrender possession of the premises upon the expiration or termination of this lease and, if required by the Lessor, shall within ninety (90) days thereafter, or within such additional time as may be mutually agreed upon, return the premises in as good condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted; provided that, if the Lessor requires the return of the premises in such condition, the Lessor shall give written notice thereof to the Government at least fifteen (15) days before the expiration or termination of the lease; and provided further, that should the Lessor give such notice within the time specified above, the Government shall have the right and privilege of making a cash settlement with the Lessor in lieu of performance of its obligation, if any, to restore the real estate. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effectuating such settlement.
9. COVENANT AGAINST CONTINGENT FEES: The lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, brokerage, percentage, or contingent fee, excepting bonafide employees or bonafide established commercial or selling agencies maintained by the lessor for the purpose of securing business. For breach or violation of this warrant the Government shall have the right to annul this lease without liability or in its discretion to deduct from the contract price or consideration, the full amount of such commission, brokerage, percentage, or contingent fee.

BOOK 5295 PAGE 398

INITIALS: \_\_\_\_\_ Lessor  
\_\_\_\_\_ Government

- ( )
10. The lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

The right of ingress and egress to the leased premises over the existing and future roads and lands of the lessor for the purpose of construction and maintenance of the facility.

11. The Government shall indemnify and save harmless the lessor for and against all claims for compensatory money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the Government while acting within the scope of his office or employment under circumstances where the Government, if a private person, would be liable in accordance with the law of the place where the act or omission occurred. The foregoing indemnity shall not extend to claims based upon acts or omissions of the Government's employees for which the Government would not be liable under the Federal Tort Claims Act of 1945 (28 USC 2671 et seq.) as now or hereafter amended. The Lessor shall furnish the Government with reasonable notice of any claims made against the Lessor.
12. Notwithstanding any other provisions of this agreement, it is understood and agreed that the Government may cancel this lease upon thirty (30) days written notice to the Lessor.
13. Acceptance of this agreement shall be subject to the availability of funds for payment of rental for the initial term.
14. If a service road is required for the purpose of serving the facility covered under the lease, such a road will be constructed and maintained by the Government without cost to the lessor.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

As the holder of a mortgage, dated

\_\_\_\_\_, recorded in

Liber \_\_\_\_\_, pages \_\_\_\_\_

\_\_\_\_\_, against the above-described premises, the undersigned hereby consents to the foregoing lease and agrees that if, while the lease is in force, the mortgage is foreclosed, the foreclosure shall not void the lease.

\_\_\_\_\_  
Mortgages.

WOOD RIDGE CHEMICAL CORPORATION

BY: F. B. Griffin Lessor.

TITLE: Vice Pres.  
F. B. Griffin  
Vice President

Lessor.

\_\_\_\_\_  
Lessor.

\_\_\_\_\_  
Lessor.

\_\_\_\_\_  
Lessor.

THE UNITED STATES OF AMERICA,  
Federal Aviation Administration

By John V. Peterson  
Title: Contracting Officer

(If the lessor is a corporation, appropriate certificate shall be executed by the secretary or assistant secretary in the space provided below. Also, if acknowledgment by notary is required, such may be inserted in the space provided below.)

PREPARED BY:

John O'Keefe  
John O'Keefe  
Realty Specialist

BOOK 5295 PAGE 400

If agreement is made with a corporation, the following certificate shall be executed by the secretary or assistant secretary:

I, S. K. Derderian, certify that I am the

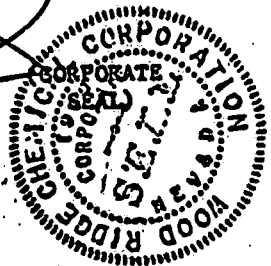
Secretary of the corporation named in

the attached agreement; that F. B. Griffin who signed said

agreement on behalf of the corporation was then Vice President

of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

S. K. Derderian  
(Signature)  
S. K. Derderian



STATE OF MASSACHUSETTS  
COUNTY OF Essex

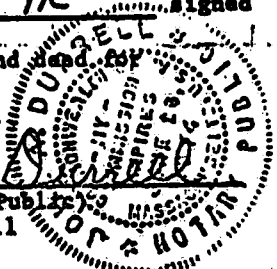
} ss:

On this 2<sup>nd</sup> day of December, 1968, A. D.,  
personally appeared before me F. B. GRIFFIN

to me known to be the person or persons described in and who executed  
Lease No. FA69EA-1194, and acknowledged that he signed  
and sealed the same as his free voluntary act and deed for  
the uses and purposes therein mentioned.

Given under my hand and official seal:

John A. Durrell  
(Notary Public)  
John A. Durrell



Residing at: 22 Lyman St My Commission Expires:  
Beverly Mass. June 24, 1974

EA Form 4423-13 (2-67) (Replaces EA Form 27 which may be used)

RECORDING FEE \$ 12.25

PAID

*Deeds*

LEASE

RECEIVED

1969 APR 28 AM 9:11

*Alexander C. Cline*

BERGEN COUNTY CLERK

17841 APR 28 69

DELO

1225

END OF DOCUMENT

BOOK 5295 PAGE 403

*Ret*  
Dept. of Transportation  
Federal Aviation Administration  
Federal Bldg.  
John F. Kennedy International Airport  
Jamaica, N.Y. 11430

**Easements/ROW – Item 12**

**Robert M. Wolf and the  
Federal Aviation  
Administration (FAA),  
November 16, 1978**



RECORDING FEE \$ 10.25  
 PAID per X

Collect

RECEIVED

1978 DEC -4 AM 10:43

Prepared by and R&R  
 DEPARTMENT OF TRANSPORTATION  
 FEDERAL AVIATION ADMINISTRATION  
 EASTERN REGION, FEDERAL BUILDING  
 JOHN F. KENNEDY INTERNATIONAL AIRPORT  
 JAMAICA, NEW YORK 11430

*Paul R. Hartman*  
 BERGEN COUNTY CLERK

Lease No.: DOT-FA78EA-44  
 Teterboro, New Jersey  
 ILS/MM RW6

## LEASE

between

Robert M. Wolf and Rita W. Wolf  
 (Husband and Wife)

and

THE UNITED STATES OF AMERICA

This Lease, made and entered into this  
 in the year one thousand nine hundred and seventy eight  
 by and between Robert M. Wolf and Rita W. Wolf

16th day of November

whose address is 10 Robbins Lane, Short Hills, New Jersey 07078

for themselves and their heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. For the term beginning July 1, 1978 and ending September 30, 1978 the Lessor hereby leases to the Government the following described property, hereinafter called the premises, viz:

Starting at the most southwesterly corner of Lot 10A, Block 229, Tax Map of Borough of Wood Ridge, Bergen County, New Jersey, and running thence easterly and along the Southerly line of said Lot 10A, Block 229, proceed S46°00'E a distance of 99.20 feet to a point; thence northerly and at right angles to said southerly line of Lot 10A, Block 229, N44°00'E a distance of 9.89 feet to a point, said point being the point or place of beginning of the tract of land herein being described; and running thence (1) continuing northerly 44°00'E a distance of 10 feet to a point; thence (2) easterly and parallel to said southerly line of Lot 10A, Block 229, S46°00'E a distance of 15 feet to a point; thence (3) southerly and parallel to the first course herein described S44°00'W a distance of 10 feet to a point; thence (4) westerly and parallel to said southerly line of Lot 10A, Block 229, N46°00'W a distance of 15 feet to the point or place of beginning.

DEC 4 78 DEED- 74-144 .00 .00 .00

Lease No. DOT-FA78EA-44

a. Together with a right-of-way for ingress to and egress from the premises; a right-of-way or rights-of-way for establishing and maintaining a pole line or pole lines for extending electric power, and telecommunications facilities to the premises; and right-of-way for subsurface power, communication and water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the lessor, and unless herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government.

b. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of air navigation and telecommunications facilities.

c. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.

2. This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option before this lease or any renewal thereof expires; *PROVIDED*, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30 day of September 1988; *AND PROVIDED FURTHER*, that adequate appropriations are available from year to year for the payment of rentals.

~~1. The Government shall pay the Lessor rental for the premises in the amount of~~

 for the term set forth in Article 1 above, and


~~per for each  
annual renewal exercised by the Government hereafter. Payments shall be made in arrears at the end of each  
without the submission of invoices or vouchers.~~


4. The Government may terminate this lease, in whole or in part, at any time by giving at least <sup>thirty (30)</sup> days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be sent by certified or registered mail.

5. The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor by written notice at least <sup>fifteen (15)</sup> days before the date of expiration or termination requests restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either (1) restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under

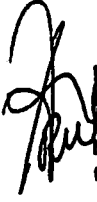
Lease No.: DOT-FA78EA-44

this lease or any preceding lease (changes to the premises in accordance with paragraph 1.(a), 1.(b) and 1.(c) above, ordinary wear and tear, damage by nature elements and by circumstances over which the Government has no control, excepted) or (2) make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrecovered, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement. Failure to agree to any such equitable adjustment shall be a dispute concerning a question of fact within the meaning of Clause 6 of this lease.

 6. (a) ~~Except as otherwise provided in this Lease, any dispute concerning a question of fact arising under the Lease which is not disposed of by agreement shall be decided by the Contracting Officer who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Lessor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Lessor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary, Department of Transportation. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary; or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Lessor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Lessor shall proceed diligently with the performance of the Lease and in accordance with the Contracting Officer's decision.~~

 (b) ~~This clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above. PROVIDED, That nothing in the Lease shall be construed as making final the decision of any administrative official, representative, or board on a question of law.~~

7. No Member of Congress or Resident Commissioner shall be admitted to any share or part of this lease, or to any benefit to arise therefrom.

 8. The Lessor, and Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, brokerage, percentage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability, or in its discretion to deduct from amounts otherwise due under this lease or other consideration, the full amount of such commission, brokerage, percentage, or contingent fee.

9. All notices sent to the parties under the lease shall be addressed as follows:

To the Lessor: As shown on page 1.

To the Government: As shown on page 1. Attn: AEA-56

Lease No. DOT-FA78EA-44

10. This lease is subject to the addition provisions set forth below, or attached hereto and incorporated herein. These additional provisions are identified as follows:

- (a) The right to ingress and egress to the leased premises over the existing or future roads and lands of the Lessor for the purpose of the maintenance of the facility.
- (b) If a service road is required for the purpose of serving the facility covered under the lease, such a road will be constructed and maintained by the Government without cost to the Lessor.
- (c) The Government shall pay the Lessor rental for the premises in the amount of One Hundred and Fifty Dollars (\$150.00) for the term set forth in Article 1 (page 1) and Six Hundred Dollars (\$600.00) for the first renewal term ending September 30, 1979. Thereafter the Base Rental of \$600.00 will be paid in arrears at the end of each renewal term (September 30th) without the submission of invoices or vouchers; and furthermore, there shall be an additional adjustment in the Base Rental in accordance with the following:
  - 1) The Consumer Price Index of the United States Bureau of Labor Statistics for New York, New York (1967 Equals 100, Standard) is hereafter called the "Index" and the level of such Index for the month of July 1978 (196.7) is hereafter called the "Base Level".
  - 2) At the end of each renewal term of the lease, commencing after October 1, 1979, the monthly average of said Index during the renewal term shall be ascertained by adding the 12 monthly

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

**As the holder of a mortgage, dated \_\_\_\_\_**

\_\_\_\_\_, recorded in Liber \_\_\_\_\_, pages \_\_\_\_\_, against the above-described premises, the undersigned hereby consents to the foregoing lease and agrees that, if while the lease is in force the mortgage is foreclosed, the foreclosure shall not void the lease.

**(Mortgagee)**

**THE UNITED STATES OF AMERICA**

By Robert J. Callahan  
Title Contracting Officer

2

levels during the renewal term and dividing the total by 12, the resultant figure hereafter called the "Average Annual Level".

3) If the Average Annual Level for such renewal term shall differ from the Base Level, the amount of such difference shall be divided by the Base Level to determine the "Percentage of Adjustment"; provided however, that Percentage of Adjustment may not exceed an amount equal to six (6%) percent of the total rental at the end of each year of the term of this lease (Base Rental Plus Adjustment).

4) The sum of \$600.00 shall be multiplied by the Percentage of Adjustment and the resulting amount shall be the adjustment of the rent for such renewal term. This adjustment may increase or decrease the rental relative to the previous renewal term, though the rental may not decrease below the Base Rental.

5) Such additional rent shall be paid by the Lessee to Lessor within 30 days after the mailing of a statement by the Lessor to Lessee showing the computation as provided above. This statement shall be mailed no later than sixty days after the end of each year of the term of this lease. Upon default in payment thereof, Lessor shall have the same rights and remedies for the collection thereof as for unpaid rent.

6) If the compilation and/or publication of such index shall be transferred to any other governmental department or bureau or agency or shall be discontinued, the Lessor and Lessee shall by agreement fix an alternate index or method to compute such additional rent.

11. The following alterations were made to this lease prior to execution:

- (a) Deletion of Paragraph 3 in its entirety.
- (b) Deletion of Paragraph 6 (a) and (b) in its entirety.
- (c) Addition of the words "and Lessee" in Paragraph 8, first and last sentence.



STATE OF New Jersey )  
COUNTY OF Essex ) ss:

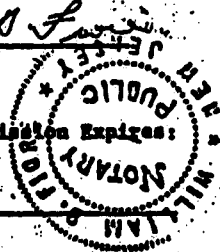
On this 21st day of March, 1976 A. D.,  
personally appeared before me ROBERT M. & RITA W. WOLF  
to me known to be the person or persons described in and who executed  
Lease No. DOT-FA78EA-44, and acknowledged that THEY signed  
and sealed the same as THEIR free voluntary act and deed for  
the uses and purposes therein mentioned.

Given under my hand and official seal:

William B. Fion  
WILLIAM B. FION (Notary Public)  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Feb. 25, 1980

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



EA Form 4423-13 (2-67) (Replaces EA Form 27 which may be used)

**Easements/ROW – Item 13**

**Jerbil, Inc. to the United  
States of America (FAA),  
September 20, 1987**

*Kathleen A. Sorenson*  
COUNTY CLERK

104163

RECORDED BERGEN COUNTY

89 OCT -3 AM 9:50



US Department  
of Transportation  
Federal Aviation  
Administration

J.P. Kennedy International Airport  
Fitzgerald Federal Building #111  
Jamaica, New York 11430

DTPA05-89-L-61407  
Lease No. Teterboro, NJ  
ILS/MM Runway 6

## LEASE

between

JERBIL, INC.

and

THE UNITED STATES OF AMERICA

This LEASE, made and entered into this  
in the year one thousand nine hundred and  
by and between

Jerbil, Inc.

whose address is c/o Jerry Rosenblum  
499 Weymouth Drive

for Wyckoff, New Jersey 07481

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government;

twentieth  
eighty-nine

day of September

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. For the term beginning November 11, 1988 and ending September 30, 1989 the Lessor hereby leases to the Government the following described property, hereinafter called the premises, viz:

Starting at the most southwesterly corner of Lot 10A, Block 229, Tax Map of Borough of Wood Ridge, Bergen County, New Jersey, and running thence easterly and along the southerly line of said lot 10A, Block 229, proceed S46° 00'E a distance of 99.20 feet to a point; thence northerly and at right angles to said southerly line of Lot 10A, Block 229, N44° 00'E a distance of 9.89 feet to a point, said point being the point or place of beginning of the tract of land herein being described; and running thence (1) continuing northerly 44° 00'E a distance of 10 feet to a point; thence (2) easterly and parallel to said southerly line of Lot 10A, Block 229, S46° 00'E a distance of 15 feet to a point; thence (3) southerly and parallel to the first course herein described S44° 00'W a distance of 10 feet to a point; thence (4) westerly and parallel to said southerly line of lot 10A, Block 229, N46° 00'W a distance of 15 feet to the point or place of beginning.

2-30



Lease No DTPA05-89-L-61407

a. Together with a right-of-way for ingress to and egress from the premises; a right-of-way or rights-of-way for establishing and maintaining a pole line or pole lines for extending electric power, and telecommunications facilities to the premises; and right-of-way for subsurface power, communication and water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the lessor, and unless herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government.

b. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of air navigation and telecommunications facilities.

c. And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.

2. This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option before this lease or any renewal thereof expires; PROVIDED that no renewal shall extend this lease beyond the 30th day of September 19 98; AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.

~~3. The Government shall pay the Lessor rental for the premises in the amount of~~  
for the term set forth in Article 1 above, and  
each annual renewal exercised by the Government hereafter. Payments shall be made in arrears at the end of each  
without the submission of invoices or vouchers.

4. The Government may terminate this lease, in whole or in part, at any time by giving at least thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be sent by certified or registered mail.

5. The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor by written notice at least fifteen (15) days before the date of expiration or termination requests restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either (1) restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any preceding lease (changes to the premises in accordance with paragraph 1.(a), 1.(b) and 1.(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or (2) make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement. Failure to agree to any such equitable adjustment shall be a dispute concerning a question of fact within the meaning of Clause 6 of this lease.

Lease No.: DTFA05-89-L-61407

6. (a) This lease is subject to the Contract Disputes Act of 1978 (Public Law 95-563).

(b) Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved in accordance with this clause.

(c) (i) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of lease terms, or other relief, arising under or relating to this lease.

(ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.

(iii) A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government against the Lessor shall be subject to a decision by the Contracting Officer.

(d) For Lessor claims of more than \$50,000, the Lessor shall submit with the claim a certification that the claim is made in good faith, the supporting data are accurate and complete to the best of the Lessor's knowledge and belief, and the amount requested accurately reflects the lease adjustment for which the Lessor believes the Government is liable. The certification shall be executed by the Lessor if an individual. When the Lessor is not an individual, the certification shall be executed by a senior company official in charge at the Lessor plant or location involved, or by an officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs.

(e) For Lessors claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For Lessor claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Lessor of the date when the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

(g) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies of the Executive Branch of the Federal Government are expressly authorized to decide.

(h) Interest on the amount found due on a Lessor claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment. Interest on the amount found due on a Government claim shall be paid from the date the claim is received by the Lessor until the date of payment. Interest shall be computed at ten percent (10%) per annum on the basis of a 365 or 360 day year, whichever applies.

(i) Except as the parties may otherwise agree, pending final resolution of a claim by the Lessor arising under the lease, the Lessor shall proceed diligently with the performance of the lease and its terms in accordance with the Contracting Officer's decision.

7. No Member of Congress or Resident Commissioner shall be admitted to any share or part of this lease, or to any benefit to arise therefrom.

8. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, brokerage, percentage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability, or in its discretion to deduct from amounts otherwise due under this lease or other consideration, the full amount of such commission, brokerage, percentage, or contingent fee.

Lease NOTPA05-89-L-61407

9. All notices sent to the parties under the lease shall be addressed as follows:  
As shown on Page 1.

To the Lessor:

As shown on Page 1; Attn: AEA-56

To the Government:

10. This lease is subject to the additional provisions set forth below, or attached hereto and incorporated herein. These additional provisions are identified as follows:

(CONTINUED ON PAGE 4A)

In Witness Whereof, the parties hereto have hereunto subscribed their names as of the date first above written.

As the holder of a mortgage, dated \_\_\_\_\_

Jerbil Inc.

\_\_\_\_\_, recorded in volume \_\_\_\_\_

\_\_\_\_\_, page \_\_\_\_\_,  
against the above-described premises, the undersigned  
hereby consents to the foregoing lease and agrees  
that, if while the lease is in force the mortgage is  
foreclosed, the foreclosure shall not void the lease.

(Mortgagee)

Walter Brankarp (Lessor)

TITLE: PRESIDENT (Lessor)

\_\_\_\_\_, (Lessor)

\_\_\_\_\_, (Lessor)

EIN: \_\_\_\_\_

\_\_\_\_\_, (Lessor)

The United States of America

By Walter Brankarp

Title Valter Brankarp  
Contracting Officer

2-30

Page 4A

Lease No. DTFA05-89-L-61407

- (a) The following alterations were made to this lease prior to execution:
1. deletion of the words "heirs, executors, administrators" on page 1.
  2. deletion of article 3 in its entirety.

(b) The Government shall pay the Lessor rental for the premises in the amount of Five Hundred and Thirty Three Dollars and Thirty Three Cents (\$533.33) for the term set forth in Article 1 above, and the following amounts for each annual renewal exercised by the Government hereafter:

10/1/89 - 9/30/90	\$630.00
10/1/90 - 9/30/91	\$660.00
10/1/91 - 9/30/92	\$690.00
10/1/92 - 9/30/93	\$720.00
10/1/93 - 9/30/94	\$750.00
10/1/94 - 9/30/95	\$780.00
10/1/95 - 9/30/96	\$810.00
10/1/96 - 9/30/97	\$840.00
10/1/97 - 9/30/98	\$870.00

Payments shall be made in arrears at the end of each Government Fiscal Year without the submission of invoices or vouchers.

(c) The right to ingress and egress to the leased premises over the existing or future roads and lands of the Lessor for the purpose of the maintenance of the facility.

(d) If a service road is required for the purpose of serving the facility covered under the lease, such a road will be constructed and maintained by the Government without cost to the Lessor.

(e) The Lessor hereby warrants that it has acquired and possesses an adequate real estate right in the property described herein and that it is authorized to grant to the United States of America the rights and interests set forth herein.

2-30



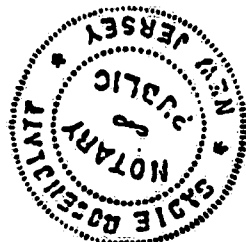
U.S. Department  
of Transportation  
Federal Aviation  
Administration

NOTARY ACKNOWLEDGMENT

STATE OF New Jersey  
COUNTY OF Bergen

On this, the 26<sup>th</sup> day of August, One Thousand Nine Hundred and 89  
before me, Sadie Rosenblatt, a Notary Public in and for the County of Bergen  
State of New Jersey, duly commissioned and qualified, personally appeared  
Roger Ehrenstern, known to me to be the person described  
in and whose name is subscribed to the attached instrument, and acknowledged to me that she/he executed  
the instrument for the purposes and consideration therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal, at my office the day and  
year in this certificate first written above.



By Sadie Rosenblatt

My Commission Expires:

Dec 9, 1990

SADIE ROSENBLATT  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires December 9, 1990

DEED

171.25  
24.00  
165.25

100-DEED - BARGAIN AND SALE CONVEYANCE as to G. owner's share  
NO. 10 NO. ON COMP. - Plain Language  
D.G. V.S.T.-1

Prepared by: (This agent's name below signature)

One Commerce Drive, Cranston



U.S. Department  
of Transportation  
Federal Aviation  
Administration

( CORPORATE CERTIFICATE )

If agreement is made with a corporation the following certificate shall be executed by the Secretary or Assistant Secretary:

I, ROGER ROSENBLUM, certify that I am the \_\_\_\_\_ Secretary of the corporation named in the attached agreement; that WILLIAM ROSENBLUM who signed said agreement on behalf of the corporation was then PRESIDENT of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

  
CORPORATE SEAL



Easements/ROW – Item 14

**Bonanno, *et ux*, and  
Hackensack Water Company,  
March 1, 1953**

THIS INDENTURE, made this 7<sup>th</sup> day of March, Nineteen  
Hundred and Fifty-three,

14.

BETWEEN

THOMAS P. BONANNO and ALBINA J. BONANNO, his wife, of  
14 Old Smith Road, in the Borough of Tenafly, County of Bergen,  
State of New Jersey; SAL F. BONANNO and MARY AGNES BONANNO, his  
wife, of 370 Hillcrest Road, in the City of Englewood, County of  
Bergen, State of New Jersey; JAMES V. BONANNO and HARRIET L.  
BONANNO, his wife, of 49 Creston Avenue, in the Borough of Tenafly,  
County of Bergen, State of New Jersey; and DOMINICK P. BONANNO and  
EVELYN B. BONANNO, his wife, of 165 Durie Avenue, in the City of  
Englewood, County of Bergen, State of New Jersey; and JULIUS BLUM  
& CO., INC., a New York corporation, having its principal office  
at 532 West 22nd Street, in the City of New York, County of New  
York, State of New York, hereinafter sometimes referred to as the  
"Grantors",

AND

HACKENSACK WATER COMPANY, a corporation of the State of  
New Jersey, having its principal office at 4100 Park Avenue,  
Township of Weehawken, County of Hudson, and State of New Jersey,  
hereinafter sometimes referred to as the "Grantee";

WITNESSETH: That the Grantors, in consideration of the  
sum of One Dollar (\$1.00), lawful money of the United States of  
America, to them in hand paid by the said Grantee, at or before  
the ensembling and delivery of these presents, and other valuable  
consideration, have granted and by these presents do grant unto  
the said Grantee, its successors and assigns forever, an easement  
and right of way to lay, construct, operate, maintain, inspect,  
reconstruct, replace and repair a water main eight (8) inches or  
larger in diameter with all appurtenances thereto, in, through  
and across the lands of the Grantors situated in the Borough of  
Wood-Ridge, in the County of Bergen and State of New Jersey, which  
are more particularly described as follows:

LB 3414 Pg 391  
Rec'd 3-3-53



BEGINNING at a point in the southeasterly line of the Right of Way of New Jersey and New York Railroad where the same is intersected by the southwesterly line of property of Thomas P. Bonanno, et als, said property being also shown and designated as Lot 1 in Block 51 of the Assessment Map of Wood-Ridge, dated 1930, and running thence (1) northeasterly along said southeasterly line of Right of Way of New Jersey and New York Railroad to its intersection with the southwesterly line of Commerce Street, thence (2) southeasterly along the southwesterly line of Commerce Street to a point which is ten (10) feet southeasterly of the northeasterly line of Right of Way of New Jersey and New York Railroad measured at right angles thereto, thence (3) southwesterly and parallel to the first course and distant ten (10) feet southeasterly therefrom measured at right angles thereto to said southwesterly line of Thomas P. Bonanno, et als, thence (4) northwesterly along said southwesterly line of Thomas P. Bonanno, et als, to the place of Beginning,

and being further set forth on the sketch attached to and hereto made part hereof.

This easement is granted upon the covenants and conditions following:

FIRST: That after the construction of said water main and all appurtenances thereto are completed and after each subsequent entry of the Grantee in, upon or across the above described land for the purpose of operating, maintaining, inspecting, reconstructing, replacing or repairing the said water main and appurtenances thereto, the Grantee, at its own cost and expense shall promptly restore the surface of said land and the pavement thereon, if any, and any railroad siding or structure of any kind constructed by the Grantors in accordance with the rights herein after reserved, to the condition in which said lands, pavement, siding or structures were immediately prior to the commencement of the entry by the Grantee.

SECOND: That the Grantee will indemnify, protect and save harmless the Grantors from any liability or pretended liability arising from or growing out of the laying, construction, operation, maintenance, inspection, reconstruction, replacing or repairing of said water main, and will, at its own cost and expense, defend any action or actions and pay any judgment

resulting therefrom, which may be brought against the Grantors or either or any of them by reason of any alleged acts of omission or commission of the Grantee, its servants, agents or employees.

THIRD: That the Grantee shall in nowise, except only to the extent and for no longer than reasonably necessary to replace or repair the aforementioned water main, interfere with the ingress and egress of the Grantors, their respective licensees and invitees, over, upon or through the premises hereinabove described, by foot, vehicle, railroad engines or cars or by any other means, to and from any and all premises adjoining the same nor in any manner hinder, obstruct or interfere with the full and free use and enjoyment of the said premises by the Grantors, their respective licensees and invitees, for the purposes hereinafter reserved in paragraph sixth.

FOURTH: That the said water main shall be laid and constructed so that the top of said water main shall be at a level not less than four (4) feet below the grade of the macadam roadway as at present constructed upon the premises of the New York and New Jersey Railroad adjoining the above described premises on the west.

FIFTH: That the Grantee at its own cost and expense shall obtain all licenses and permits which may be required and at its own cost and expense shall otherwise comply with all provisions of any statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county or municipal governments or of any and all of their departments, bureaus, boards, commissions and agencies as now in force or which may hereafter be enacted or promulgated pertaining to the laying and maintenance of the said water main.

SIXTH: The Grantors do hereby expressly reserve unto themselves, their heirs, successors and assigns, the right to construct, reconstruct, alter, repair and maintain on, in or

above the premises hereinabove described, pavements, roadways, railroad sidings and fences and freely to use and permit the use thereof for all purposes; but no building or structure of any kind, other than as hereinabove set forth, shall be erected on, in, or above the premises hereinabove described without the prior written consent of the Grantee.

SEVENTH: That the Grantors at the sealing and delivery hereof, are the true and lawful owners in fee simple of the above described premises, and that they have full right and authority to enter into this agreement.

EIGHTH: That all of the covenants and conditions hereinabove set forth shall run with the land hereinabove described and shall be for the benefit of and shall apply to and bind the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF the said individual Grantors have hereunto set their hands and seals and said Julius Blum & Co., Inc. has caused those presents to be signed by its President and its corporate seal to be hereunto affixed and attested by its Secretary on the day and year first above written.

Signed, Sealed and  
Delivered in the Presence of:

John Scacchetti  
JOHN SCACCHETTI

Thomas P. Bonanno (L.S.)  
THOMAS P. BONANNO

Albina J. Bonanno (L.S.)  
ALBINA J. BONANNO

Sal F. Bonanno (L.S.)  
SAL F. BONANNO

Mary Agnes Bonanno (L.S.)  
MARY AGNES BONANNO

James V. Bonanno (L.S.)  
JAMES V. BONANNO

Harriet L. Bonanno (L.S.)  
HARRIET L. BONANNO

Dominick P. Bonanno (L.S.)  
DOMINICK P. BONANNO

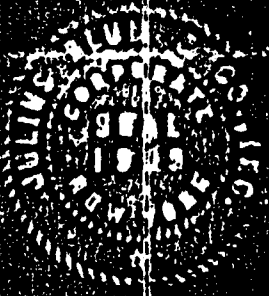
Evelyn B. Bonanno (L.S.)  
EVELYN B. BONANNO

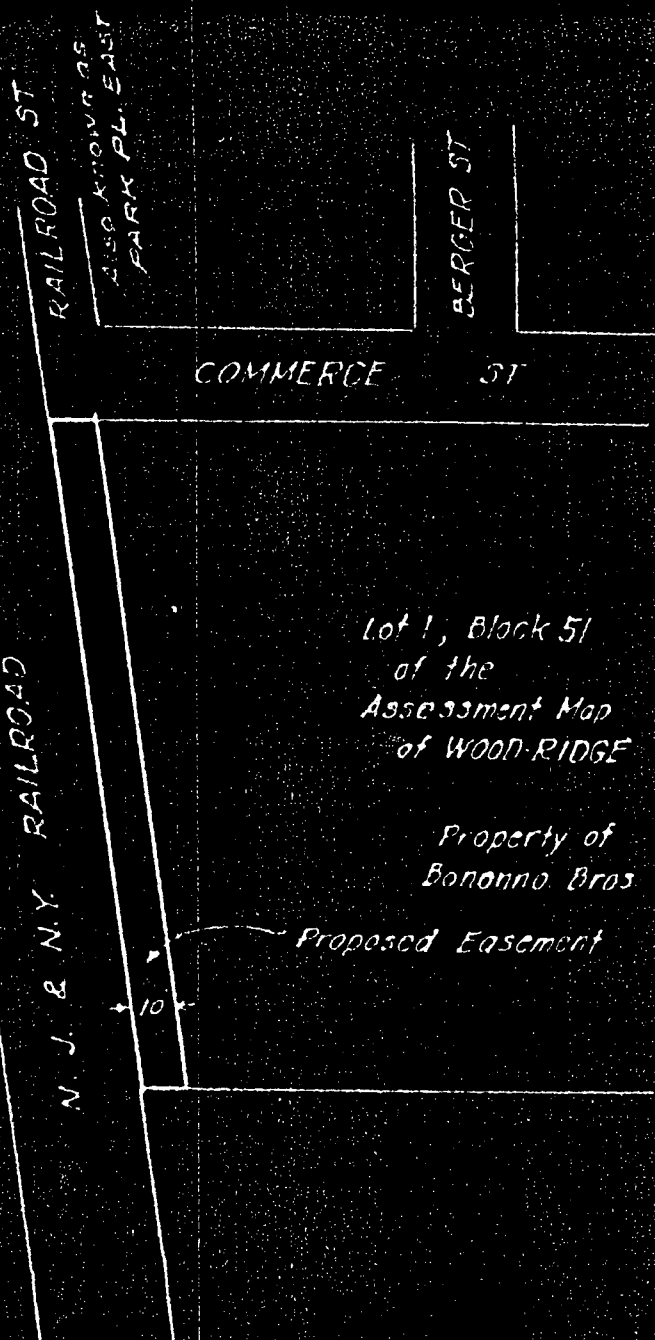
ATTEST:

Walter X. [Signature]  
Secretary

JULIUS BLUM & CO., INC.

BY William [Signature]  
President





DRAWING NO. <sup>116</sup> 2613 (2)

HACKENSACK WATER CO.  
WEEHAWKEN, N. J.

*Proposed Easement  
Through Property of  
Bonanno Brothers  
Wood-Ridge, N.J.*

SCALE: 1" = 100'

DATE 1-29-53

DRAWN BY *W*

APP'D BY *A*

**Easements/ROW – Item 15**

**Bonanno, *et ux*, and Julius**

**Blum & Co., Inc.,**

**July 24, 1956**

BOOK 3785 PAGE 62

# This Indenture,

Made the Twenty-Fourth day of July, in the year of our Lord  
One Thousand Nine Hundred and Fifty-six,

Between THOMAS P. BONANNO and ALBINA J. BONANNO, his wife, of the Borough of Tenafly, in the County of Bergen and State of New Jersey, JAMES V. BONANNO and HARRIET L. BONANNO, his wife, of the Borough of Tenafly, in the County of Bergen and State of New Jersey, SAL F. BONANNO and MARY AGNES BONANNO, his wife, of the City of Englewood, in the County of Bergen and State of New Jersey, and DOMINICK P. BONANNO and EVELYN B. BONANNO, his wife, of the City of Englewood, in the County of Bergen and State of New Jersey,

X of the

XX

XXXXXX County

XX

XXXX State XXXX

party of the first part:

And JULIUS BLUM & CO., INC., a corporation of the State of New York, having an office at Commerce Street, in the Borough of Wood Ridge (Post Office, Carlstadt), in the County of Bergen and State of New Jersey, and duly authorized to transact business in the State of New Jersey,

party of the second part;

Witnesseth, That the said party of the first part, for and in consideration of

ONE DOLLAR (\$1.00) and other valuable consideration,

lawful money of the United States of America,

to them in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents do give, grant bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, and to its successors and assigns, forever, All that certain lot, tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Borough of Wood-Ridge in the County of Bergen and State of New Jersey, and more particularly described as follows:

COMMENCING at a point in the southerly line of Commerce Street, as said street is shown on a certain dedication map entitled, "Map showing Dedication of Commerce Street from the Easterly line of property of New Jersey and New York Railroad to the westerly line of Concord Street produced, Woodridge, Bergen County, N.J." dated August 20, 1952 and filed in the office of the Clerk of Bergen County on September 19, 1952 as Map #4347, where said southerly line of Commerce Street is intersected by the easterly line of property conveyed by Thomas P. Bonanno, et als, to Julius Blum & Co., Inc. by deed dated September 18, 1952, recorded in the Office of the Clerk of Bergen County on September 23, 1952 in Book 3380 of Deeds, page 537 and from said point running (1) South  $41^{\circ} 50' 45''$  East and along said southerly line of Commerce Street 100 feet to a point; thence (2) South  $48^{\circ} 9' 15''$  West 328.02 feet to a point, which point is distant 21 feet North of the southerly line of property conveyed by Paul Giuliani, et ux to Thomas P. Bonanno, et als, by deed dated January 4, 1951, recorded in the Bergen County Clerk's Office on February 6, 1951 in Book 3172 of Deeds, page 180, measured along a continuation of this course; thence (3) North  $41^{\circ} 55' 15''$  West 100 feet to the southeasterly corner of property conveyed to Julius Blum & Co., Inc., as aforesaid; thence (4) North  $48^{\circ} 9' 15''$  East and along the aforesaid easterly line of property conveyed to Julius Blum & Co., Inc., as aforesaid, 328.15 feet to the point or place of beginning.

BEING part of the same premises which were conveyed to said Thomas P. Bonanno, Sal F. Bonanno, James V. Bonanno and Dominick P. Bonanno, four of the grantors in this present deed, by Paul Giuliani and Elsie Giuliani, his wife, by deed, dated January 4, 1951, and recorded in the Office of the Clerk of Bergen County, New Jersey, on February 6, 1951, in Book 3172 of Deeds at Page 180.

4.80

[L]

43205 JUL 25 56

-26-40 REVENUE STAMP

TOGETHER with an easement for the party of the second part, its successors and assigns, as well as its and their tenants, servants, visitors and licensees, in common with the parties of the first part, their heirs and assigns, as well as their tenants, servants, visitors and licensees, at all times, to pass and repass on foot and with vehicles over and along the "easement strip" hereinafter described, for the purpose of ingress, egress and regress to and from the premises above described, to Park Place East, in the Borough of Wood-Ridge, Bergen County, New Jersey, but for no other purpose; said easement strip being more particularly described as follows:

COMMENCING at a point in the westerly line of property conveyed by Paul Giuliani, et ux, to Thomas P. Bonanno, et al, by deed dated January 4, 1951, and recorded in the Bergen County Clerk's office in Deed Book 3172, page 180, said point being distant 50 feet southerly from the northerly line of the premises so conveyed to Thomas P. Bonanno, et al, measured at right angles to said northerly line, and running thence (1) south 41 degrees 50 minutes 45 seconds east parallel with the said northerly line of said premises a distance of 501.26 feet; thence (2) north 48 degrees 9 minutes 15 seconds east 50 feet to the northerly line of the property conveyed as aforesaid to Thomas P. Bonanno, et al; thence (3) north 41 degrees 50 minutes 45 seconds west and along said northerly line of property conveyed as aforesaid to Thomas P. Bonanno, et al, 507.54 feet, more or less, to the point of intersection of the northerly and westerly lines of property so conveyed as aforesaid to Thomas P. Bonanno, et al; thence (4) south 40 degrees 59 minutes 30 seconds west and along said westerly line of property so conveyed as aforesaid to Thomas P. Bonanno, et al, 50 feet, more or less, to the point or place of beginning.

The easement hereinabove granted is granted subject to the operation and effect of the dedication made by the Grantors of the foregoing "easement strip" as a street (called "Commerce Street") for public use, but the foregoing easement granted to the within Grantees shall not merge in such dedication, and said easement shall be fully valid and effective, subject to any rights in the Borough of Wood-Ridge and in the public, or either thereof, arising by virtue of said dedication or by virtue of said dedication and future acceptance thereof; and without limiting the generality of the foregoing, it is expressly agreed that in the event of the acceptance of such dedication and subsequent vacation of said street, the foregoing easement shall survive and be in full force and effect.

This conveyance is subject to the provisions of federal, state, county and municipal laws, ordinances, rules, orders and regulations, if any, including but not limited to zoning and building ordinances and to covenants, easements and restrictions of record, if any.

RECEIVED

JUL 25 11 57 AM '56

*Responsible Person*  
BERGEN COUNTY CLERK



together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof,

To have and to hold, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, its successors and assigns to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever:

Subject as aforesaid.

I HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE INSTRUMENT AS PRESENTED FOR RECORDING.

*Alexander Alessi*  
COUNTY CLERK, BERGEN COUNTY, N.J.

And the said party of the first part,

for themselves, their heirs, executors and administrators, do covenant, promise and agree to and with the said party of the second part, its successors and assigns, that they have not made, done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever.

In Witness Whereof, the said party of the first part have herunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered }  
in the Presence of

*John Scacchetti*  
John Scacchetti

*Thomas P. Bonanno* (L.S.)  
Thomas P. Bonanno

*Albina J. Bonanno* (L.S.)  
Albina J. Bonanno

*James V. Bonanno* (L.S.)  
James V. Bonanno

*Harriet L. Bonanno* (L.S.)  
Harriet L. Bonanno

*Sal F. Bonanno* (L.S.)  
Sal F. Bonanno

*Mary Agnes Bonanno* (L.S.)  
Mary Agnes Bonanno

*Dominick P. Bonanno* (L.S.)  
Dominick P. Bonanno

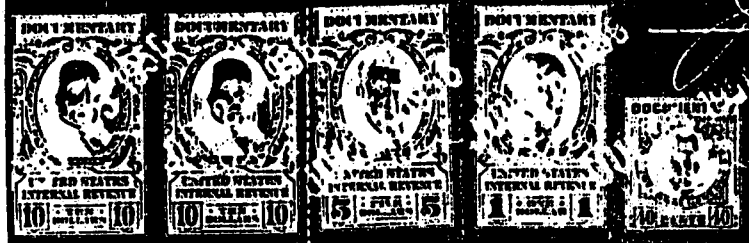
*Evelyn B. Bonanno* (L.S.)  
Evelyn B. Bonanno

State of New Jersey, } ss:  
County of Hudson

We it Remembered, That on this twenty-fourth day of July in the year of Our Lord One Thousand Nine Hundred and Fifty-six the subscriber, a Notary Public of the State of New Jersey before me,

personally appeared THOMAS P. BONANNO and ALBINA J. BONANNO, his wife, JAMES V. BONANNO and HARRIET L. BONANNO, his wife, SAL F. BONANNO and MARY AGNES BONANNO, his wife, and DOMINICK P. BONANNO and EVELYN B. BONANNO, his wife, who, I am satisfied, are the grantors mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

*John Scacchetti*  
JOHN SCACCHETTI  
NOTARY PUBLIC, NEW JERSEY  
My Commission Expires July 15, 1953





**Easements/ROW – Item 16**

**Julius Blum & Co., Inc. and  
Wood Ridge Chemical  
Corporation, August 23, 1965**

EASEMENT AGREEMENT

This Indenture made this 23rd day of August, 1965, by and between JULIUS BLUM & CO., INC., a New York corporation, having an office at Park Place East and Commerce Street, Wood-Ridge, Bergen County, New Jersey (hereinafter called the "Grantor"), as party of the first part, and WOOD RIDGE CHEMICAL CORPORATION, a Nevada corporation, having an office at Park Place East, Wood-Ridge, Bergen County, New Jersey (hereinafter called the "Grantee"), as party of the second part,

W I T N E S S E T H:

That for and in consideration of the sum of Ten (\$10.00) Dollars in hand paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, its successors and assigns, the non-exclusive right, privilege and authority to install, construct, use, maintain, inspect, repair, replace and renew a private sanitary sewer line across and under an eight (8') foot easement strip ("Sewer Line Easement Strip"), being four (4') feet on each side of a center line more particularly described on Schedule attached hereto, marked Schedule "A" and made part hereof, upon and subject to the following terms, covenants, conditions and limitations, namely:

(1) The Grantee shall and will at its own cost and expense, and without cost or expense to the Grantor, install, construct, maintain, inspect, repair, replace and renew said sanitary sewer line, within the bounds of the Sewer Line Easement Strip. Without limiting the generality of the foregoing all construction permits, licenses,

MAP FILED IN REQUISITION ROOM

Sheld BOOK 4832 PAGE 20  
Rec'd 9-21-65

and other approvals of governmental agencies having jurisdiction over such work shall be obtained by the Grantee at its expense prior to the commencement of the work.

(2) Such sanitary sewer line shall not be installed and constructed (nor shall any required governmental permit be applied for, nor any digging or other work preparatory to the installation and construction thereof be done upon the Sewer Line Easement Strip) unless and until (a) a copy of the drawings and specifications therefor have been submitted to the Grantor by the Grantee, and (b) the Grantor shall have approved, in writing, such plans and specifications. The sanitary sewer line shall be installed and constructed strictly in accordance with the plans and specifications therefor which have been thus approved by the Grantor. Without limiting the generality of the foregoing, it is agreed that such sanitary sewer line shall (i) be constructed of steel pipe or of cast iron, provided however, that it shall (must) be constructed of steel pipe at each and every point where same is laid three (3) feet or less below the surface of the Sewer Line Easement Strip; (ii) have built therein facilities for the cleaning out of said sewer line, as indicated by the drawings entitled "WOOD RIDGE CHEM. CORP., WOOD-RIDGE, N.J. - SEWER LINE FROM CHANGE HOUSE AND CROSSING UNDER SEEMAN LEAD, N.J. & N.Y.R.R." bearing date of April 5, 1965, with revisions of 5/6/65, 5/10/65, 6/24/65, 7/26/65, and 8/10/65, prepared by the Grantee at its own expense and approved by the Grantor and by all governmental agencies or authorities having jurisdiction; (iii) be constructed at least 1" larger in diameter than that normally required by good engineering practice, and in any event, of size and capacity satisfactory to the Grantor; (iv) have installed therein two manholes (of size satisfactory to Grantor) situate at locations of approximately one hundred (100') feet south and two hundred and fifty (250') feet south of the southerly side line of Commerce Street, for facilitating the connection

therewith of one or more sanitary sewer lines servicing the building (and buildings) now and at any time hereafter upon the lands of the Grantor (fronting 501.26 feet upon the southerly side of Commerce Street), when and if the Grantor, in Grantor's sole discretion, shall determine to thus connect therewith, it being understood and agreed that the Grantee (subject to the provisions of paragraph (8) hereof) shall continue to be entitled to use said sewer line so long as it does not thereby or otherwise prevent use of said sewer line by the Grantor. The Grantor hereby expressly reserves, and the Grantee grants to the Grantor, the right to connect to and use the sanitary sewer line to be built by Grantee, without cost, charge or expense to the Grantor by reason thereof, except that Grantor shall bear the cost of effecting such connection.

(3) Grantee shall at its own cost and expense, and without cost or expense to the Grantor, forthwith after any disturbance of the surface and subsurface (and either thereof) of the Sewer Line Easement Strip (whether such disturbance shall occur in connection with the installation and construction, or with the maintenance, inspection, — repair, replacement or renewal of said sanitary sewer line) restore the surface and subsurface, as the case may be, thereof to the same condition as same were immediately prior to such disturbance (including without limitation, the repair and replacement of all and any paving and other surfacing materials, walks, drives, curbs, gutters, drains, pipes, utility lines, buildings and other structures) which may have been removed or damaged in the course of such work by the Grantee.

(4) Nothing herein contained shall be deemed to preclude the Grantor, its successors and assigns, from

erecting, constructing, using, maintaining, repairing, replacing and renewing, over, upon, across and under such Sewer Line Easement Strip such driveways, walks, curbs, drains, pipes, utility lines, buildings and other structures as the Grantor, in Grantor's sole discretion (which shall not be open to question), shall desire.

(5) If the use of any driveway of the Grantor, whether upon, adjacent or near to the Sewer Line Easement Strip, shall be disrupted or interfered with or made impractical by reason of work being done by the Grantee in connection with the installation, construction, maintenance, inspection, repair, replacement or renewal of the sanitary sewer line, and any thereof, for a period exceeding three (3) days, the Grantee shall at Grantee's sole cost and expense, and without cost or expense to the Grantor, forthwith on demand by the Grantor, furnish and provide the Grantor with an alternate means of access to the Grantor's property (fronting 501.26 feet as aforesaid on the southerly side of Commerce Street) for vehicles of every kind, size and description.

(6) The Grantee shall indemnify and save harmless the Grantor against any and all claims, whether arising from the performance of any work or thing whatsoever done or omitted in or about the Sewer Line Easement Strip or the sidewalks, streets, driveways, walks or other property adjacent thereto, or from the use or maintenance of the sanitary sewer line, or from any act or negligence of the Grantee or any of its agents, servants or employees, or from any accident, injury or damage whatsoever attributable (directly or indirectly) to the installation, construction, maintenance, use, inspection, repair, replacement and renewal of the sanitary sewer line, occurring in or about

the Sewer Line Easement Strip, or the sidewalks, streets, driveways, walks, or other property adjacent thereto, and from and against all costs, attorneys fees, expenses and liability incurred in or about any such claim, or any action or proceeding brought thereon, and in case any action or proceeding be brought against the Grantor by reason of any such claim, the Grantee, on notice from the Grantor, shall resist or defend such action or proceeding by counsel' satisfactory to the Grantor. The Grantee further covenants and agrees to and with the Grantor that at all times hereafter the Grantee shall at its own cost and expense, for the further protection of the Grantor, cause a valid policy of liability insurance to be kept in force and effect insuring and indemnifying the Grantor, its successors and assigns, against all loss, damage, cost, and expense to third parties and its property by reason of each and all the claims and liabilities in this paragraph (6) set forth, and provide the Grantor at all times with a certificate of said insurance requiring ten (10) days written notice to the Grantor prior to cancellation, such policy and certificate to be issued by an insurance company satisfactory to the Grantor insuring in the sums of \$500,000 for death of or injury to any one person, and \$1,000,000 for death of or injury to two or more persons in the same accident, and \$50,000 for damage to property.

(7) The within contemplated sanitary sewer line shall be installed, constructed and completed in all respects on or before October 1st, 1965.

(8) If default shall be made in the due observance and performance by the Grantee of any term, covenant or condition on the Grantee's part to be observed, performed and kept hereunder, and if a written Notice of Termination

be given by the Grantor, its successors or assigns, to the Grantee, its successors or assigns, specifying the default complained of and setting forth a termination date (which shall not be less than 60 days from the giving of such notice) upon which this Agreement and all rights of the Grantee hereunder shall cease and terminate unless such default be theretofore cured, and if the default specified in such Notice be not cured and corrected before the termination date specified in said Notice, then and in that event, this Agreement and all rights of the Grantee hereunder shall cease, terminate and come to an end on the termination date thus specified in such Notice. Such Notice of Termination may be given by the Grantor, its successors or assigns, to the Grantee, its successors and assigns, by U. S. Certified or Registered Mail, and shall be deemed to be given as of the date of deposit for mailing in a United States Post Office or Mail Box.

(9) The Grantor hereby consents to (but does not grant, nor represent that it has any right to grant the right for) the construction, maintenance and use of the sanitary sewer line in, under and across the bed of Commerce Street, Wood-Ridge, New Jersey. The Grantee shall at its own cost and expense procure from the owners of the bed of Commerce Street, and from all municipal authorities having jurisdiction, their respective grants and consents to construction of any portion of the sanitary sewer line in, under and across the bed of Commerce Street aforementioned.

(10) The Grantee agrees to pay or reimburse the Grantor for any taxes or assessments or any increase thereof levied against said property by reason of the existence of said sewer line.

IN WITNESS WHEREOF the parties hereto have caused

SCHEDULE "A"

The center line of the eight (8') foot Sewer Line Easement Strip is described in two courses, as follows, viz.:

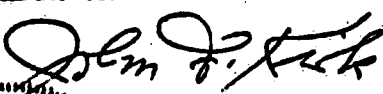
Premises in the Borough of Wood-Ridge, Bergen County, New Jersey.


Beginning at a point in the southwesterly line of lands of Julius Blum & Co., Inc., which point is distant nine (9') feet northwesterly measured along same from the southeasterly terminus of the third course described in deed made by Thomas P. Bonanno, et ux, et al, to Julius Blum & Co., Inc., dated July 24, 1956, and recorded in the office of the Clerk of Bergen County in Book 3785 of Deeds, at page 62, and from said beginning point running thence (1) North 48 degrees 9 minutes 15 seconds East a distance of 228.02 feet to a point; thence (2) North 24 degrees 7 minutes East a distance of 109.49 feet, more or less, to a point in the southerly side line of Commerce Street (as said street is shown on a certain dedication map entitled "Map showing Dedication of Commerce Street from the Easterly line of property of New Jersey and New York Railroad to the Westerly line of Concord Street produced, Woodridge, Bergen County, N.J.", dated August 20, 1952, and filed in the Office of the Clerk of Bergen County on September 19, 1952 as Map #4347).

The foregoing description is incorporated in and forms part of Easement Agreement made by and between Julius Blum & Co., Inc., as Grantor, and Wood Ridge Chemical Corporation, as Grantee, dated August 23, 1965, and is executed and sealed by the respective corporate officers signing below, for identification. Dated - August 23, 1965.

WOOD RIDGE CHEMICAL CORPORATION

JULIUS BLUM & CO., INC.

By   
John F. Kirk, Vice President

By   
William Thurman, President

(Corp. seal)



PARK

22' EASEMENT

3/9/14  
10424 FT SQ

BERGER

ST  
OAK

Map 2755  
DB 4832/29

D.H.H.

20' WIDE EASEMENT TO WOOD-RIDGE FOR 24'

EXISTG MANHOLE  
RIM ELEV. - 7.44 INV. - 2.59

EXISTG 8" SAN. SEWER

EXISTG MANHOLE  
RIM ELEV. - 5.93 INV. - 0.50

24' B  
CUR

360' 8 5/8"

92' ±

10' D

EXISTG  
BLUM  
BLDG  
LINE  
D

1A  
2.60 AC.  
BLUM

1E  
0.75 AC.  
BLUM

1D  
3.85 AC.  
BONANN

MANHOLE  
D

109.49' ±  
24' 0" ±  
D

100'

328.15'  
N 48° 09' 15" E

328.15'  
N 48° 09' 15" E

8' EASEMENT  
5' FROM PROP. LINE

150'

**Easements/ROW – Item 17**

**Julius Blum & Co., Inc. and  
the Borough of Wood-Ridge,  
July 6, 1976**

106-DEED-QUITCLAIM  
IND. OR CORP.

G T H

COPYRIGHT © 1965 BY ALL-STATE OFFICE SUPPLY CO.  
49 EDISON PLACE, NEWARK, N. J. 07102

**This Deed**, made the 6th day of July 1976

Between

JULIUS BLUM & CO., INC., a corporation

residing or located at Blum Boulevard in the County of  
in the Borough of Wood Ridge  
Bergen and State of New Jersey herein designated as the Grantors,  
And

the BOROUGH OF WOOD-RIDGE, a municipal corporation  
of the State of New Jersey

residing or located at 85 Humboldt Street in the County of  
in the Borough of Wood Ridge  
Bergen and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantors, for and in consideration of One Dollar and  
other good and valuable consideration

lawful money of the United States of America, to the Grantors in hand well and truly paid by the  
Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowl-  
edged, and the Grantors being therewith fully satisfied, do by these presents remise, release and  
forever Quitclaim unto the Grantees forever,

All that tract or parcel of land and premises, situate, lying and being in the  
County of Bergen Borough of Wood Ridge  
and State of New Jersey, more particularly described as follows:

BEGINNING at a point of intersection of the westerly side of Park  
Place East and the southerly side of Blum Boulevard and running,  
thence (1) South 37°-15'-00 West, along the southerly prolongation  
of the westerly line of Park Place East, a distance of 163.08 feet  
southerly to the dividing line between Lot 2 Block 332 and Lot 1,  
Block 229, thence (2) Southeasterly, along aforesaid line, on a curve  
to the left, a distance of 74.0 feet, more or less to a point in the  
southerly prolongation of the easterly line of Park Place East, thence  
(3) North 37°-15'-00 East, along aforesaid line a distance of 201.0  
feet, more or less, to a point of curvature, thence (4) Southeasterly  
on a curve to the right, having a radius of 20.0 feet and an arc  
distance of 33.77 feet to a point in the southerly line of Blum Boule-  
vard, thence (5) North 46°-00' East, along the southerly line of Blum  
Boulevard, a distance of 52.51 feet, to the point and place of  
Beginning.

Being a part of Lot 1, Block 229 on the Wood-Ridge Tax Maps, and  
containing 5,537± square feet.

Subject to such changes an accurate field survey may disclose.

The above described land and premises are herewith deeded and dedicated  
to the Borough of Wood-Ridge for the sole and exclusive purpose of  
installing, constructing and dedicating a portion of the improved  
right of way of an extension of Park Place East, a public street in  
the Borough of Wood-Ridge.

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1976 JUL -9 AM 11:01

Carroll H. Heston  
BERGEN COUNTY CLERK

BOOK 6133 PAGE 23

**Easements/ROW – Item 18**

**Bonanno *et ux*, and New  
Jersey and New York  
Railroad Company,  
April 26, 1962**

THIS INDENTURE, made the 26th day of April, in the  
year of our Lord One Thousand Nine Hundred and Sixty-two,  
BETWEEN

JAMES V. BONANNO and HARRIET L. BONANNO, his wife,  
and THOMAS P. BONANNO and ALBINA J. BONANNO, his  
wife, all of the Borough of Tenafly,  
SAL F. BONANNO and MARY AGNES BONANNO, his wife,  
and DOMINICK P. BONANNO and EVELYN B. BONANNO,  
his wife, all of the City of Englewood,

all in the County of Bergen and State of New Jersey, parties of  
the first part, sometimes hereinafter referred to as Grantors; AND

HORACE F. BANTA, Trustee of the property of the NEW  
JERSEY and NEW YORK RAILROAD COMPANY, having an office  
at 115 Broadway, New York, New York,

party of the second part, sometimes hereinafter referred to as  
Grantee,

16.50 REVENUE STAMPS

WITNESSETH, that the said party of the first part,  
for and in consideration of One (\$1.00) Dollar lawful money of  
the United States of America, and other valuable consideration,  
to them in hand well and truly paid by the said party of the  
second part, at or before the sealing and delivery of these  
presents, the receipt whereof is hereby acknowledged, and the  
said party of the first part being therewith fully satisfied,  
contented and paid, have given, granted, bargained, sold,  
aliened, released, enfeoffed, conveyed and confirmed, and by  
these presents do give, grant, bargain, sell, alien, release,  
enfeoff, convey and confirm unto the said party of the second  
part, and to his successors and assigns, forever, ALL that  
certain tract or parcel of land and premises, hereinafter  
particularly described, situate, lying and being in the Borough  
of Wood-Ridge in the County of Bergen and State of New Jersey  
shown as Parcel No. 1 on Plat No. 9.60, dated March 26, 1962  
attached hereto:

Beginning at a point in the southeasterly right of way line of lands of The New Jersey and New York Railroad Company, said point being N 40° 59' 30" E a distance of one hundred forty and sixty-five hundredths (140.65) feet as measured along said right of way from its intersection with the southerly line of lands conveyed to grantors by Paul Giuliani, et ux by deed dated January 4, 1951 recorded in deed book 3172 page 180;

1) - Thence along said southeasterly right of way line N 40° 59' 30" E a distance of forty-eight and sixty-three hundredths (48.63) feet to its intersection with the dividing line between lands of the grantor on the west and lands of Julius Blum & Company, Inc., on the east;

2) - Thence southerly and southeasterly along said dividing line on a curve to the left along the arc of a circle having a radius of three hundred four and forty-seven hundredths (304.47) feet, an arc distance of two hundred Twenty-three and sixty-seven hundredths (223.67) feet to a point of compound curve, the long chord of said arc bearing S 0° 13' 36" E a distance of two hundred eighteen and six hundred seventy-seven thousandths (218.677) feet;

3) - Thence southeasterly still along said dividing line on a curve to the left along the arc of a circle having a radius of three hundred thirty-two and ninety-seven hundredths (332.97) feet, an arc distance of one hundred twenty (120) feet to a point of tangent, the long chord of said arc bearing S 31° 35' 47" E a distance of one hundred nineteen and three hundred fifty-one thousandths (119.351) feet;

4) - Thence still along the said dividing line S 41° 55' 15" E a distance of two hundred (200) feet to an angle point in the dividing line between lands of the grantors on the southeast and lands of Julius Blum & Company, Inc., on the northwest;

5) - Thence along a prolongation of said dividing line S 48° 09' 15" W a distance of one (1) foot to a point twenty (20) feet distant northeasterly by rectangular measurement from the aforementioned southerly line of lands conveyed to the grantor by Paul Giuliani et ux, as set forth above;

6) - Thence through lands of the grantors parallel to and twenty (20) feet distant northeasterly by rectangular measurement from said southerly line of lands so conveyed to the grantors S 41° 55' 15" E a distance of four hundred one and seventy-four hundredths (401.74) feet to a point in the dividing line between lands of the grantors on the northwest and lands of Borough of Woodridge on the southeast;

7) - Thence along said dividing line S 48° 09' 15" W a distance of twenty (20) feet to a point in the southerly line of lands conveyed to the grantors as mentioned above;

8) - Thence along said southerly line of lands of the grantors N 41° 55' 15" W a distance of six hundred one and seventy-four hundredths (601.74) feet to a point;

9) - Thence through lands of the grantors N 48° 04' 45" E a distance of one (1) foot to a point of curve;

10) -Thence northwesterly still through lands of the grantors on a curve to the right, concentric to and twenty (20) feet distant southwesterly by radial measurement from course No. 3 of this parcel along the arc of a circle having a radius of three hundred fifty-two and ninety-seven hundredths (352.97) feet, an arc distance of one hundred twenty-seven and twenty-one hundredths (127.21) feet to a point of compound curve, the long chord of said arc bearing N 31° 35' 47" W a distance of one hundred twenty-six and fifty-two hundredths (126.52) feet;

11) -And thence northwesterly and northerly still through lands of the grantor on a curve to the right concentric to and twenty (20) feet distant westerly by radial measurement from course No. 2 of this parcel, along the arc of a circle having a radius of three hundred twenty-four and forty-seven hundredths (324.47) feet, an arc distance of one hundred ninety-two and fifty-six hundredths (192.56) feet to the point or place of beginning, the long chord of said arc bearing N 4° 16' 15" W a distance of one hundred eighty-nine and seventy-four hundredths (189.74) feet;

Containing forty-three hundredths (0.43) of an acre more or less.

Together with all right, title and interest, if any, of the grantors, in and to the bed of any street or alley, open or proposed, adjoining said premises.

This conveyance is subject to the following:

An easement granted by Thomas P. Bonanno and others to Hackensack Water Company, dated March 7, 1953.

The provisions of federal, state, county and municipal laws, ordinances, rules, orders and regulations, if any, affecting the use thereof, including but not limited to zoning and building ordinances.

Easements and restrictions of record.

The Grantee herein, for himself, his successors and assigns, does hereby covenant to and with the Grantor herein, their heirs and assigns, that no building, platform, fence or

structure of any kind other than railroad tracks and sidings, or either thereof, shall be constructed, erected or placed within eight (8) feet of that part of the Fifth Course of the premises conveyed by Thomas P. Bonanno and others to Julius Blum & Co., Inc., by deed dated September 18, 1952, recorded in the office of the Clerk of Bergen County in the Book 3360 of Deeds for said County, page 537, which runs from a point sixty (60) feet from the beginning of the said Fifth Course, as described in said deed, and measured along said Fifth Course, to the terminus of said Fifth Course, and no railroad car, locomotive, vehicle or obstruction of any kind shall be permitted to remain in a stationary position other than customary stops incidental to the movement of railroad cars or vehicles in said restricted area. This covenant shall run with the land and shall enure to the benefit of and be enforceable by the Grantor herein and by the Grantee in the deed hereinabove mentioned, and their respective heirs, successors and assigns, and the owners from time to time of the lands now owned by the Grantor adjoining the premises herein conveyed.

This conveyance is made upon condition that the Grantee, his successors or assigns, shall on or before December 31, 1962, construct a railroad spur or siding and thereafter operate a railroad service thereon at its own cost and expense, on the lands hereby conveyed substantially in accordance with and at the grades shown on plan entitled "PRELIMINARY ONLY NO SURVEY MADE N.J. & N.Y. R.R. CO., PROPOSED SIDETRACKS TO SERVE BONANNO BROTHERS, BOROUGH OF WOODRIDGE, N.J. Office of Division Engineer, Scale as Shown, Val. Sect. 1-N.J., Made by H.J.C.,



Jersey City, N.J., Date 12-26-51, Sheet No. 3, Checked by J.J.N., SK-3005" which has been initialled by the parties hereto for identification, due allowance being made for delays caused by strikes, acts of God or other causes beyond the control of the Grantee. This condition shall attach to and run with the lands hereby conveyed, and in the event that such sidetrack or spur shall not be so constructed and railroad service maintained and operated thereon by the Grantee, his successors and assigns, the title to the premises hereby conveyed shall revert to the Grantors, their heirs and assigns, with like effect as if this deed had not been made, excepting, however, that in such event the Grantee shall have the right to remove from the said lands any and all tracks, structures, etc., which it shall have constructed thereon and which, at the time of such removal, are owned by the Grantee. RESERVING to the Grantors, their heirs, and assigns, and the owners from time to time of the lands adjoining the lands hereby conveyed, the right to construct, operate and maintain a private railroad spur or siding connected to said railroad siding for the purpose of serving properties adjoining the premises hereby conveyed, at their own cost and expense.

RESERVING to the Grantors, their heirs and assigns, and the owners from time to time of the lands adjoining the lands hereby conveyed, the right to construct, maintain and operate one crossing not to exceed twenty-five (25) feet in width for vehicular and pedestrian traffic at any one point within two hundred fifty (250) feet of the Main Line of the New York - New Jersey Railroad right of way, and to lay, construct, operate,

maintain, inspect, reconstruct, replace and repair pipes and conduits across the premises and under the proposed railroad track, at their own expense.

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

ALSO, all the estate, right, title, interest, property claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof,

TO HAVE AND TO HOLD all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, his successors and assigns to the only proper use, benefit and behoof of the said party of the second part, his successors and assigns forever subject to the easements, conditions and reservations herein mentioned.

AND the said JAMES V. BONANNO, THOMAS P. BONANNO, SAL F. BONANNO and DOMINICK P. BONANNO for themselves, their heirs, executors and administrators, do covenant, promise and agree to and with the said party of the second part, his successors and assigns, that they have not made, done committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part of parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever.

IN WITNESS WHEREOF, the said party of the first part

RECEIVED

1952 JUN 20 AM 11:56

*Benjamin A. Bonanno*  
BENJAMIN A. BONANNO

BERGER STREET		OAK STREET		UNION STREET		CONCORD STREET	
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COMMERCE STREET

Parcel No. 2 - Easement for Access  
Driveway to Thomas P. Bonanno, et al 0.15<sup>±</sup> Acre

JULIUS BLUM & CO. INC.

THOMAS P. BONANNO, ET AL

Borough of

Woodridge  
(Owner)

Point of Beginning  
Parcel No. 1

Parcel No. 3 - To be retained by  
Thomas P. Bonanno, et al 0.24<sup>±</sup> Acre

Parcel No. 1 - To be conveyed to  
N.J. & N.Y. R.R. 0.43<sup>±</sup> Acre

R= 304.47'  
L= 223.67'  
Ch= 215.677'  
S 0° 13' 36" E

R= 332.97'  
L= 120.0'  
Ch= 119.351'  
S 31° 35' 47" E

S 48° 09' 15" W

S 41° 55' 15" E - 401.74'

S 48° 09' 15" W  
20.00'

N 41° 55' 15" W  
R= 324.47'  
L= 192.56'  
Ch= 139.74'  
N 4° 13' 15" W

R= 352.97'  
L= 127.21'  
Ch= 126.52'  
N 31° 35' 47" W

N 41° 55' 15" W - 601.74'

WOOD-RIDGE CHEMICAL CORP.

THE NEW JERSEY & NEW YORK RAILROAD COMPANY

HORACE BANTA - TRUSTEE

PROPERTY INVOLVING  
THOMAS P. BONANNO, ET AL

WOODRIDGE, N.J.

SCALE: 1"=100'

OFFICE OF C-E ENGINEER  
MARCH 26, 1962

Point of Beginning  
Parcel No. 2 & Parcel No. 3

Made by D.P.I.  
Traced by D.P.I.  
Checked by J.J.S.

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